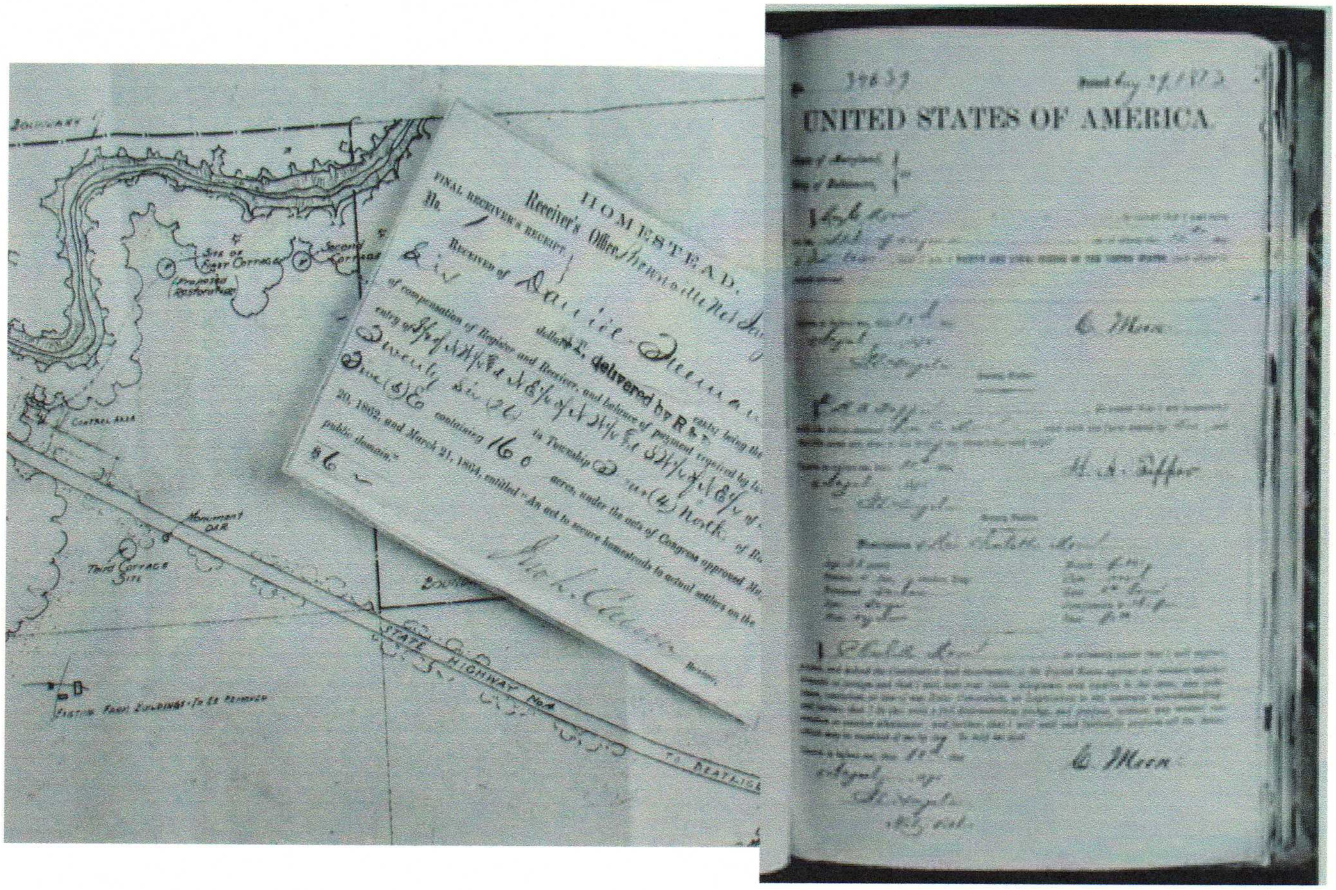
Allodial Titles & Land Patents


HOMESTEAD.
Receiver's Office
FINAL RECEIVER'S RECEIPT.
UNITED STATES OF AMERICA.
STATE HIGHWAY No. 4

by Johnny Liberty

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EDITORS NOTE:

This is our second complilation on ***Allodial Titles & Land Patents***. One of the great myths in America today is that of property ownership. U.S. citizens cannot "own" property, but can only "hold" equitable title. Since the socialist juggernaut was legislated via the New Deal in 1933, Americans have lost virtually all their property rights and land, and have transferred their assets to the international bankers to pay an unpayable federal debt.

To effectively utilize this book, you must have acquired and studied at least the ***Global Sovereign's Handbook* ($65 postpaid)** We also highly recommend the ***Success Education Course* ($280 postpaid)** published by ICR before utilizing any of the court documentation and research available in this book. Call **(800) 299-4497 or** order online at: http://www.ICResource.com/sem/cart

After completing the ***Sovereign American's Handbook* ($40.00 postpaid)** and the ***Sovereignty Process* ($65.00 postpaid),** I realized how important it was to make pertinent information available, in easy to read packages, that were simple enough to take action on. This book, and the others in this series, are intended to be supplemental packages to the above educational materials to assist you in reclaiming title to your land and property.

DISCLAIMER

The Authors have made every attempt to insure the accuracy of the information, assertions, conclusions and forms included in this ***Allodial Titles & Land Patents*** book. Information contained herein cannot under any circumstances be construed as professional or legal advice, but is purely educational in both form and matter. Confronting the bureaucratic and legal system at any level, in any jurisdiction poses a risk to the liberties of every Citizen.

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Allodial Titles & Land Patents

We the People have the unalienable right in a free republic of American Nationals and/or sovereign "state" Citizens to acquire, utilize and "own" property. We the People have the unalienable right to have and hold that property free and clear of government liens and encumbrances. These rights have NOT been abridged, although they have come under attack by the government and the principles/creditors controlling it.

But We the People must understand not only our rights, but how to acquire, utilize and "own" property as it was intended by our founding fathers and guaranteed in the united states of America. We the People must understand not only the nature of money, but the political, economic and legal systems to be able to claim our rights to acquire and "own" land. You cannot trust the government, the corporations, the media or the educational system to educate you, or fully disclose honest information about your property rights.

One of the major motivators of the first American Revolution was the issue of allodial rights to land, free and clear of the liens and encumbrances of the King of England. The American people desired to acquire, utilize and "own" their own land without interference from any government, including the government of the united states of America.

As a result of generations of constructive fraud perpetuated against the American people, and the peoples of the world, we've been conned into believing we are "owning" property, when in fact, and by law, we're only in"possession" of property utilizing it as a renter or tenant would. So long as we pay our rent (i.e., mortgages), get the licenses, pay the fees, have it insured, regulated, zoned and permitted, we can still remain in "possession."

But as soon as we exercise what we believe is our sovereign right to do as we please with our private property, providing we don't damage or insure another or their property, we often get slam-dunked by a fine, eviction or foreclosure. We must learn about allodial titles, land patents, deeds and conveyances to reassert our sovereign right to private property.

An allodial title was bestowed, by law, upon the land with unalienability forever. No government, agency, bank or other sovereign power could place any lien, attachment or encumbrance on land held in an allodial state. An allodial title is derived from the original, federal land patent. "Land Patents" are still today the highest evidence of title and have never been refuted by any court of competent jurisdiction.[42]

All federal "Land Patents" flow from the treaty (e.g. The Oregon Treaty, 9 Stat. 869, 6/15/1846), therefore no state, private banking corporation or other federal agency can effectively challenge the superiority of title to land holders who have "perfected" their land patent. With an updated land patent brought forward in "Your Name" you can hold the rights and title to land as a sovereign, "state" Citizen. Be very clear that this is distinct from the equitable interest, title and deed.[43]

Property tax attaches to the equitable title and interest in the property and real estate through a hidden federal lien. If the property and real estate is recorded with a deed (i.e., Trust Deed, Warranty Deed, Quit Claim Deed) at the County Recorders office, then it's trust property executed and managed by the legal owners — the County, State and federal United States government corporation, and it's principals/creditors.

Thus they are the legal owners of the recorded property and real estate, and they can require you (i.e., the tenant) to get building permits, abide by zoning restrictions and other statutory regulations including environmental laws because it's NOT your property or real estate. Most Americans are simply glorified "tenants" on what they erroneously believe is "their" property and real estate. Wake up America!

The original "letters of patent" were from the King of England. There is a record of these "Land Patents" in the state archives and county courthouses. Under English land law all realty (i.e., real estate) was owned by the sovereign, and from the crown all titles (both lawful and equitable) flow.

> ***"All federal land patents flow from treaty rights and hold superior title to land."***
> **—Constitutional Law Research Trust**

After the Declaration of Independence (1776), the American Revolution, and the Treaty of Peace with Great Britain (1783), the American people became complete, sovereign freeholders in the land with the same perogatives as the King. The King had no further claim to the land and could not tax or otherwise encumber it.[41]

The "Land Patent" is the only evidence of title to land. Land Patents are derived from the treaties and enabling acts of congress under the signature of the president of the United States when each state entered the Union. Land Patents are *stare decisis* (i.e., *res judicata*). It is already well settled law and decided. *[Editor's Note: See Suma Corp. supra ; Wine Vs. Gastrell, 54 Fed 819; U.S. Appeal 581]*

For example, railroad land granted and patented in the late 1800's is still "sovereign" today. Building codes and local zoning ordinances do not apply to railroad property.[44] Railroad patents were also issued by a special act of congress (Railroad Grant Acts) granting alternating sections of land in each township. They are still the largest land owner in America.

UNAPPROPRIATED LANDS = LANDS NOT PATENTED

During the times of the Articles of Confederation, the sovereign state republics wouldn't appropriate any lands to the federal government. They didn't want to relinguish any of their sovereignty to the new government. Finally, the states relented and unappropriated lands were given to the federal government to distribute to the people on the condition that they would grant full allodial title. A "Land Patent Office" was established to distribute these unappropriated land by grant to the people.

STATE HAS NO AUTHORITY OVER THE LAND; RIGHT AND TITLE HELD BY THE UNITED STATES

All right and title to the unappropriated land was held to the disposition of the United States government to be granted (not sold) to the people. This is how land comes to the people. In the enabling acts, each state republic agreed and declared they would give up all right and title to land. The state has no authority over the land. Except for Texas which never gave up its lands (State Patent Office) or military (i.e., Texas Rangers) to the federal government. It's still a free and independent sovereign state.The federal United States government became the trustees with a power of attorney over the dispersement of land to the people.

> ***"Land Patents are issued (and theoretically passed) between sovereigns. Deeds are executed by 'persons' and private corporations without these sovereign powers."***
> **—Leading Fighter vs. County of Gregory, 230 N.W.2d.114.116(1975)**

Through various acts of congress, land was made available for granting (not selling), and the American people became the recipients of those land grants. Land Patents are the first conveyance of title ownership to land. One of the earliest laws for granting Land Patents was passed by Congress on April 24, 1820.

It was also how the American people qualified to become sovereign "state" Citizens and electors in their respective state republics. Landowners are the only authority in the united states of America with the power to elect public officers of the government at every level, county, state and federal.

This whole system of granting land worked well until the western state republics entering the post-Civil War Union surrendered unappropriated lands to the federal United States government that did not get distributed to the people. Large portions of the west were not distributed to the people, but held as "federal land" or distributed to the states. This was a flagrant violation of the principles upon which America was founded.

So who has all the land in America? If the state doesn't have any authority over land, and the federal United States government corporation can't own land, then who has the land?

We the People still have all the land in America! The land is still ours. It hasn't gone anywhere. The rights and titles haven't been bought or sold. They are not for sale. By the law of the land, We the People are still holding the right and titles to every square inch of land in the united states of America. We the People must reclaim what is ours (and let's return the better half of it back to the native Americans).

LAND IS GRANTED, NOT BOUGHT & SOLD

What has been bought and sold is the "real estate," the equitable interest to property — to the buildings, improvements, equipment that occupies the space above the land, not the land itself. This is evidenced in the land patent itself, even in the deeds and title insurance contracts. Title insurance excludes coverage for the Land Patent. They cannot and will not insure you against a claim for the right and title to the land itself. The warranty deed grants (not sells) the land, and sells the property or real estate. The United States government corporation may not own any land, but it does have equitable interest in lots of "real estate."

REAL ESTATE VS. LAND

You cannot buy land. You cannot sell land. As a sovereign "state" Citizen it's yours, inherent since the original thirteen colonies formed the united states of America, and each additional state republic entered the Union. Full payment is already made in the Land Patent and all subsequent assignments.

The registration and fees in the securing of a Land Patent were paid to the Surveyor General ($1.25 acre or $2.25 acre for a mining claim). This was NOT the purchase of land. The land patent speaks plainly, ***"...to give and grant (not sell) unto "Your Name" and his heirs and assigns forever."*** To grant is to give freely, not to purchase.

RIGHT & TITLE IS CONVEYED BY ASSIGNMENT

All right and title to land is conveyed by assignment, gift or grant directly from a Land Patent. Land Patent rights flow from the treaty and enabling acts via power of attorney to an individual landholder who in turn gives, grants and assigns the land patents to his/her heirs.

Freehold (i.e., allodial) land is beholden to no one. Possession is still 9/10th of the law. *Caveat emptor* — buyer beware. You have seven years to perfect a claim against land. If notice is duly given and noone contests your claim, it's yours after seven years. That's the "fistful of dirt" doctrine. Permission to grow your own crops as a tenant is in effect an assignment by the landowner, if you claim it.

HEREDITAMENT = INHERITANCE = HEIR APPARENT

> APPURTANANCES — that which belongs to something else, an adjunct or appendage; that which passes as incidenta, as a right of way or other easement to land.

Allodial Titles & Land Patents

We've been selling property, real estate and equitable interest for generations and abandoning the rights and title to land. Rights and title to land is well established in law. All you need to do in law is to prove that "Your Name" is a heir or assign to the original Land Patent.

The original Land Patent Office is now the Bureau of Land Management (BLM) which consisted of government land officers. Records of the original Land Patents are kept there. Perfecting an allodial title requires updating the original land patent and rewriting the legal description for the land in metes and bounds — the measurements of the original Surveyor General.

Research the abstracts of title, make a claim, and bring the title forward minus any exclusions (i.e., easements). Update and record your Land Patent in the "Great Book" at the County Recorder's office. Because bringing forth the true title is pursuant to the Common law, you must be a sovereign "state" Citizen to claim the rights and title to land.This is distinct from any actions relating to the equitable title, and any liens or encumbrances attached thereof.

1) update the original Land Patent with the legal description for your parcel in metes and bounds.
2) research the abstract of titles, make a claim as a heir or assign, and bring the title forward minus any exclusions.
3) re-record the updated Land Patent at the County Recorder's office in the "Great Book."

UPDATE THE LAND PATENT AS A HEIR OR ASSIGN

Federal Liens & Property Taxes

In the *de jure* united states of America and under the Common law, the land patent is the highest evidence of title for the sovereign American "state" Citizen, evidence of allodial title and true ownership. But in a bankrupt and *de facto* federal United States inhabited by U.S. citizens and directed by its creditors under Admiralty law, the Land Patent is collateral hypothecated against the debt which has been fraudulently transferred to the international bankers.

There is a hidden federal lien on all property and real estate in the federal United States because of the federal debt to the International Monetary Fund. This federal lien is NOT attached to the land, but to the property and real estate situated above the land. It is assessed and collected through the property tax. *[Editor's Note: Eric Madsen asserts the "real estate" of the united states of America was quit claim deeded to the International Monetary Fund (IMF) by the last sitting U.S. Supreme Court in 1944 as their last action. The rights and title to land still belongs with We the People.]*

RELEASE THE LIENS ON EQUITABLE TITLE

Discover how much federal debt is attached to your property and real estate by writing the Department of the Interior and requesting an accounting of what portion of the federal debt is attached to your property. To motivate them, tell them you want to pay off the debt in full. Borrow the FRN's if necessary to discharge the debt in full, OR offer to "pay" the debt in full with gold/silver (they will refuse to accept).

Now, you can sue the title insurance company for treble damages for not revealing the hidden federal lien when you purchased the property and real estate in the first place. They failed to perform on their end of the contract. They will likely settle out of court.

This lien must be satisfied, paid or released to own equitable title to your property and real estate free and clear, as well as any outstanding bank mortgages.Then notify the County Tax Assessor that the taxes (i.e., liens) have been satisfied in full, so please take us off the tax rolls forever.

1) there's a federal lien on all property and real estate.
2) discover how much debt is attached to your property.
3) borrow the FRN's if necessary to discharge the debt in full, OR "pay" the debt in full with gold/silver (they will refuse to accept).
4) sue the title insurance company for treble damages for not revealing the federal lien when you purchased the property and real estate in the first place.
5) notify the County Tax Assessor that the property tax has been paid in full - send no more bills.

DEED IS A TRUST INSTRUMENT

Deeds & Conveyances

The deed is a sales (i.e., trust) instrument. If a deed is recorded at the County Recorder's office, then the property or real estate is the trust property of the State. The land, property and real estate must be reconveyed out of the County Recorder's office with a "Quit Claim Deed" from equity to the Common law. Note that NO rights convey or are warranted with a Quit Claim Deed. A "Warranty Deed" does grant the land, admits valuable consideration, bargain, sells and conveys the appurtenances and warrants the performance of the contract. Note the elements of a "Warranty Deed:"

1) admits valuable consideration
    a) a thought process
    b) must have full disclosure
    c) $21 of real "money" is evidence of consideration
2) grant rights and title
    a) land is not bought or sold -it's free
    b) those who do not update the patent have abandoned the right
    c) must be brought up in your sovereign name
3) bargain, sold and conveyed
    a) equity is fairness
    b) chattel and other appurtenances
    c) stuff and improvements on the land is bought

4) assignment is responsibility
    a) must be accepted or admitted
5) warrants performance
    a) will defend this title if contested
6) exclusions
    a) such as easements, right of ways, assessments, water, minerals. These cannot convey and cannot be warranted.

RECONVEY EQUITABLE TITLE TO FOREIGN ENTITY

Economic Sovereignty & Lawful Money

Regarding a Land Patent, you must be a sovereign "state" Citizen free of all legal disabilities to hold title to any land in the united states of America. Furthermore, get yourself out of indebtedness and become economically sovereign as quickly as possible. Then individually, you won't need the loan from a bank. As a sovereign "state" Citizen, you will not qualify for any loan from any bank, but foreign entities through which the property or real estate is purchased can.

Getting a "loan" is not paying for it either because the bank hasn't loaned you any "money." You can purchase the property or real estate even with a purported "loan" providing the loan is not in your name (let a foreign entity or trust purchase the property directly and qualify for the loan).

Rights and title to land does not convey without the tendering of real "money" or "consideration." Consideration is a thought process, and the "money" is evidence of it. If you haven't tendered at least $21 of gold/silver in the "purchase" of the property or real estate, then it hasn't been bought. Do not place the land in escrow. Do not get title insurance, or use the land as collateral or security against any debt. These are adhesion contracts and remove any true title from the land as a condition of the contract.

There are no rights or title conveyed on the improvements or buildings on the land, only equitable title and interest. Remember, if the property and real estate is recorded at the County Recorder, then it's a trust property of the State and you simply have the equitable title. A Trust or foreign entity can hold equitable title though, while a sovereign individual makes a claim to the true title. The property and real estate must be reconveyed to a Trust or foreign entity when purchased with a Bill of Sale, but not re-recorded with the County Recorder. In matters of deeds and conveyances, you must be educated and know exactly what you're doing.

ALLODIAL TITLE ≠ EQUITABLE TITLE

Protection From Foreclosures

You protect the land from foreclosure actions by banks, unlawful seizures and forfeitures by the government, and prevent foreclosure by the international bankers when the federal, United States government is officially declared.

> ALLODIAL—owned freely; not subject to the restriction on alienation that existed in feudal law; land held absolutely in one's own right, and not of any lord or superior; land not subject to feudal duties or burdens [45]

> MORTGAGE—means on death terms.

"A 'mortgage' is a commercial lien and doesn't convey an estate or title...A bank has to prove it has title to the land in order to take it over...A title company insures absolutely nothing except the land."

Allodial titles only apply to the land, not the improvements upon the land which can still be attached by a commercial lien, although your creditors cannot walk across the land to seize the improvements without a trespass on the land.

Today, most American people do not "own" their land, not even after they've paid off the "mortgage" and satisfied the bank note. This comes as a surprise, perhaps a shock, to most people. Instead of sovereign, allodial ownership of property as the founding fathers intended, most people have only temporary possession and minimal control over a particular piece of land for so long as they pay the bank note, pay the taxes, submit to building codes and regulations, and the government doesn't condemn or take the land for public use, with or without compensation.

Americans have not yet figured out that they have so little control over what they do on "their" land because they do not own it. The federal United States government maintains the true title in the original land patent which it has pledged as collateral against the unpayable federal debt. If you had the true title, the government couldn't utilize your land as a security against the unpayable federal debt. Your government and the international bankers via the Federal Reserve Bank has been using your land for it's own purposes, without your knowledge or consent.

Getting a mortage, and paying a bank note is nothing more than glorified "renting", a qualified and diminished "ownership," and a return to a feudal relationship with the land that the serfs and slaves endured for hundreds of years. Qualified ownership means that the ownership of land is shared (with the government), while absolute ownership is not.

The underlying reason the American Revolution was fought and won was over the right for the sovereign, state Citizens to own land absolutely, without government encroachment of any kind. The founding fathers abhorred the idea of feudal land and owing allegiance to any foreign, sovereign power.

Allodial Titles & Land Patents

The American people have unwittingly surrendered their allodial titles and sovereign rights as a condition of every bank contract or mortgage involving the purchase of land or property, or the use of land and property as collateral, and bought with debt currency, money substitutes, checks or other negotiable instruments. You can only "discharge" debt with negotiable instruments. Since you never actually pay for it with lawful money, unless it's with gold or silver, you cannot "own" your land or property either. You are "renting" property with a "rented" debt currency system.

All land not held in allodial title has been hypothecated to the Federal Reserve Bank, as collateral against an unpayable federal debt. As legal "persons," U.S. citizens have no right to "own" land, anymore than corporations or trusts could prior to the 14th Amendment. By defining U.S. citizens as legal persons, a doorway opened for legal "persons" such as corporations and trusts to gain control over land, and take it from the people.

U.S. citizens have entered adhesion contracts with the federal United States government under the 14th Amendment whereby their unalienable rights to own land absolutely in an allodial state, have been reduced to a qualified ownership and "color of title" under the Negotiable Instruments law. In the twentieth century, America has returned to the dark ages of feudalism, its former "state" Citizens having been reduced to tenants and renters once again, not the sovereign owners of their land.

Having an allodial title will not eliminate any debt or mortgage if any is presently attached to your land or property. The allodial title will prevent the creditor from going after your land to collect on the debt if you cannot make a payment for any reason. After having received proper notice, your creditors have 60 days to challenge your "Declaration of Land Patent." If they don't the land reverts to its allodial title. If they do, they must take you to court, and you must demonstrate the superiority of your allodial title. The law is on the side of the sovereign "state" Citizen regarding allodial titles.

If for some reason, you cannot pay your mortgage or default on the loan, instead of a bank foreclosure whereby you lose everything, a land trust might be created whereby you and the bank become "partners" in the property until it's paid. With an allodial title, debts or claims will remain, but the land itself will be forever removed from assets upon which creditors can attach. Allodial land cannot be foreclosed upon or liened. Debts or claims could be made though on the "improvements," although no "person" could access your property to seize the improvements without trespassing. Land and improvements are still separate and distinctly assessed and liened. That's why banks primarily finance improvements not land, because they cannot attach liens or foreclose upon the land if it is ever declared allodial.

Are Land Patents Valid?

Regarding the validity of allodial titles and Land Patents. It depends on who you ask. If you ask an attorney, they'll snort and say it has no validity in the courts. If you ask the title insurance company, they'll hiss and snort and turn red in the face from embarrassment. If you ask a clerk at the Bureau of Land Managment, they'll roll their eyes and say that land patents are worthless.

If you ask fellow sovereign "state" Citizens who've successfully kept the State or the banks from foreclosing on their property due to a land patent clouding the equitable title, then you would say it has validity. I assert there are hundreds of people who have successfully staved off government intervention through the use of land patents. How long that will last depends on the judicial and political activism of the American people.Still, there is no better way to cloud an equitable title than to update the land patent in "Your Name."

LAND PATENTS CLOUD EQUITABLE TITLES

There haven't been any great victories in the courts lately, but then again we haven't had a justice system for several generations. The issue of Land Patents has already been decided, *res judicata*.

It also depends on the political strength of the Constitution and how diligent the courts are in upholding the law of the land. People want problems solved without taking any responsibility for creating them in the first place through ignorance, neglect and fear. It also depends on the political strength of the sovereign people. Are you willing to stand for your rights and property or NOT? Land Patents were upheld and respected for generations until the American people went to sleep. Suddenly, they're waking up and realizing they've been had by their own government

Be prepared to defend your Land Patent in an Equity/Admiralty/Maritime court which has no jurisidiction to rule on the Land Patent. ***These patents are being upheld 50% of the time by local law enforcement and government officials, more often in rural areas than urban areas of the West.***

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WHAT IS A LAND PATENT?

Essentially, a Land Patent is the first conveyance of title ownership to land which the U.S. Government grants it a citizen who applies for one. One of the earliest laws for granting Land Patents was passed by Congress on April 24, 1820. Among other things, Congress set up Government Land Officers, now known as the Bureau of Land Management. Land was usually sold in parcels of 160 acres for $1.25 per acre. The law in 1820 prohibited the borrowing or use of "credit" for the purchase of government land. In the debates in Congress prior to passage of this act, Senator King of New York said in March 1820..."it was calculated to plant in the new country a population of independent unembarrassed freeholders......that it would place it in the power of every man to purchase a freehold, the price of which could be cleared in 3 years......that it would cut up speculation and monopoly......that it would prevent the accumulation of an alarming debt, which experience proved never would and never could be paid".!!!(emphasis added) Later on, in 1862, a Homestead Act stated in Section 4: "That no lands acquired under the provisions of this act shall in any event become liable to the satisfaction of any debt or debts contracted prior to the issuing of the patent therefor".

It can be clearly seen that the intent of these early lawmakers was for the people of this country to be FREEMEN AND FREEHOLDERS of their land, and not to be subject to have it ever taken from them by any government, feudal authority or banker or any other party who might have a claim against the person who owned the land. In plain english, a Land Patent which gave you a allodial freehold, that was judgement proof and yes, even immune from tax liens. In effect, the only authority over you or your land was GOD himself. In England, a man who owned free from authority of the king was known as a freeholder and his land as a freehold or allodial freehold. Most land patents in the U.S. were issued prior to 1900. However, even today, new land patents continue to be issued, mostly for gas and oil and mineral rights on public lands. For this reason, there are several land offices that remain open in the United States.

WHAT IS THE VALUE OF A LAND PATENT?

On the basis of all the case law I have seen, there is no doubt in my mind that a land patent issued by the Bureau of Land Management which gives you a title at law is far superior to any title acquired in equity, such as a sheriff's deed. The land patent will, therefore, prevent your ejectment and removal from the land and property you occupy on the land. The debts or claims of other parties will remain, but the land will be removed from assets which they can attach. The law is on the books today which says that any debts which lie against the land are removed from the land that existed prior to the time the land patent is issued.

The next question is; if the land patents were issued 100 or more years ago to persons who are no longer alive, and if I now reside on only a portion of the land that was originally described in the original land patent, then how do I bring up the land patent in my name? And if I bring it up in my name, will it remove the land as security which the Bank or Mortgage Company can sell and seize in a foreclosure action?

DECLARATION OF LAND PATENT

The procedures which I will describe are not time tested, as they have not worked their way through the U.S. Supreme Court. This does not mean that these procedures will not eltimately be successful. Any basis for a legal approach must be supported by a legal theory. We already know and can substantiate that an original land patent will protect your land from any equitable or collateral attack. However, we do not know for certain that the existing procedures will vest in us the same rights and immunities by filing a DECLARATION OF LAND PATENT, and updating it in your name. However, since there is little to lose and possibly much to gain, it would be wise to file a DECLARATION OF LAND PATENT, in the future event that it is sustained.

The theory is based on two premises. First, in the original land patent, that was granted, lets say 100 years ago, the land patent document itself says that this patent is granted to the original party AS WELL AS TO THEIR HEIRS AND ASSIGNS. While most of us are not heirs, ARE NOT WE ALL ASSIGNS? Since land patents were originally issued, nearly all conveyances of title were done by the use of deeds, like Quit Claim Deeds and Warranty Deeds. However, the money lenders found a way around land patents by creating new paper instruments like deeds of trust and mortgages, all of which convey equitable interests. However, the land patent itself remains the highest title at law, and few persons have updated a land patent in their name. Where a land patent exists, no lien or mortgage could be ever placed on the land. Since the intent of the lawmakers is the law, historic evidence shows that our founding fathers wanted us to own the land in its entirety, and subject to the claims of no other man or government or other institution. Because the laws were passed by Congress setting up Land Offices to grant land patents, the best jurisdiction in which to raise these issues are the Federal Courts.

In the Declaration of Land Patent, we then declare that we are the ASSIGNEE'S of the original land patent, even though we may be 2nd, 3rd, 4th, etc., after the party to whom the original patent was issued. TO LET YOU KNOW HOW SERIOUS THE FEDERAL GOVERNMENT IS TAKING THESE DECLARATIONS OF LAND PATENTS, Don Walker has recently told me this: "That in Illinois, he personally knows of a farmer who applied for a $500,000. loan and was told by the federal Land Bank that it would be granted if he removed his Declaration of Land Patent. Also, the FLB is now itself applying for and filing Declarations of Land Patents on farms it is foreclosing on". I have also learned that oil and gas and coal companies are filing these declarations on land already titled in their name through deeds. Also, Dennis

Schlueter of Fort Collins, Colorado has told me he knows of banks who are foreclosing on people that are filing these DECLARATIONS OF LAND PATENTS on the property of persons against whom they are foreclosing. Now if these land patents were worthless pieces of paper, then why is everybody jumping on the bandwagon?

Having reviewed several land patents, I have written one which I believe is an improvement over the original declarations that I received. The one major pitfall I have learned about is that some people when filing their declarations have placed the same legal description in their declarations that was in the original land patent issued by the Bureau of Land Management. What this did was to cloud title to the property of other persons who are living in properties that are part of the legal description of the original land patent. As a result, I know of one case where several lawsuits were filed to quiet title. To prevent this from happening, you must write in your Declaration of Land Patent only the legal description of the property to which you are an assignee. In other words, the legal description from your deed or abstract is what you must use. For this reason, the enclosed Declaration of Land Patent has in it language adequate for this purpose. A Declaration of Homestead should be attached to your Declaration of Land Patent, but the legal description in your Declaration of Homestead must be 160 acres or less to comply with Federal Law on filing Homesteads. Along with the Declaration of Land Patent and the Declaration of Homestead is a certified copy of the original land patent which you can obtain from your nearest land office. These papers are all stapled together and filed in either your County recorder's office or in the Register of Deeds.

DO NOT SEND CHECKS. SEND MONEY ORDERS ONLY / MAKE PAYABLE TO:
Bureau of Land Management

After you receive your copy of the original Land Patent or Land Grant, then staple it to a Declaration of Land Patent and file it in your County Recorder's office or Register of Deeds. You now have your allodial title. If you haven't filed a Declaration of Homestead, then you should do so and attach it to your Land Patent. You may file a Declaration of Homestead on up to 160 acres, but not more. A Declaration of Homestead can only be filed on property that you actually live on. A Land Patent can only be filed on property that has been assigned to you. You don't file one on your neighbor's property or they can sue you for slandering his title.

A Declaration of Homestead should be filed whether or not you file a Land Patent. It may be filed with, before, or after your lawsuit is filed. Both Land Patents and Declarations of Homestead must be Notarized. A sample of both are enclosed. Make photocopies of both before using them or you may retype your own.

After your Land Patent is filed, you must send a photocopy by Certified Mail Return Receipt Requested to your bank or mortgage company, FLB, FmHA, PCA, etc and to any and all parties that may have an equitable interest in your property so they have been placed on NOTICE that you are updating the Land Patent in your name and they will have 60 days to challenge your claim to your allodial title in a court of law or forever keep their silence. Be sure to keep your green tickets when they come back. GIVING NOTICE IS A BASIC PRINCIPLE OF LAW, WHEN THE GOVERNMENT LAND OFFICES ORIGINALLY ISSUED THE LAND PATENTS, THEY PUBLISHED THE LAND PATENT WITH LEGAL DESCRIPTION FOR 60 DAYS: WHEN NOT CHALLENGED BY ANYONE, THE LAND PATENT WAS THEN GRANTED. AN ALTERNATIVE WAY TO GIVE THE OTHER PARTY NOTICE IS TO PUBLISH A "NOTICE OF DECLARATION OF LAND PATENT" in a legal publication in your county of residence. Include the legal description on your property in the ad with this warning: "If any party having a claim, lien or debt or other equitable interest fails to file a suit in a court of law within 60 days from the date of filing or on (insert date), then they shall waive all future claims against this land and **it will become the property and allodial freehold** of the Assignee to said Patent. (your name - Assignee)

QUESTIONS AND ANSWERS

Q. Why must we give the other side NOTICE?

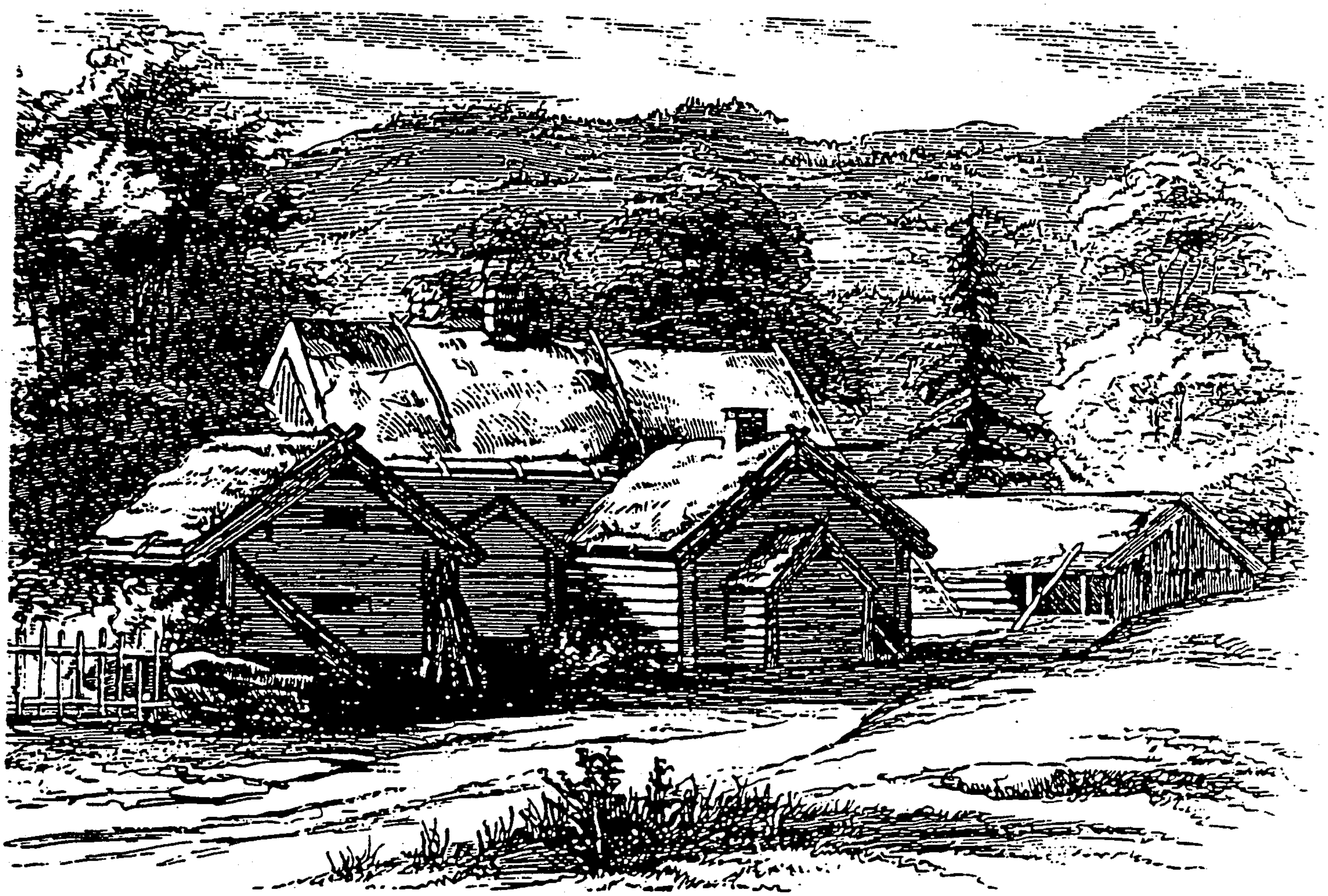
A. Giving NOTICE is a basic principle of common law. If someone was going to file a claim against property that you thought was yours, would you not want to be given NOTICE? If they fail to file a suit in court within the 60 days, the case is substantially weakened if they file it later. Also, filing the Land Patent is an excellent diversionary tactic, since the focus of the court battle shifts to who has the best title. Remember, you are an Assignee to that original patent, and your claim is valid. The U.S. Government signed a contract granting that Land Patent to the original party, their heirs or assigns. YOU ARE AN ASSIGNS to all allodial title or freehold/ the original contract does not specify any expiration date/ it is still in force. If the original land patent is immune from equitable or collateral attack, then so is yours.

Q. Where can I find more case law on Land Patents?

A. At your local library at your courthouse or university. Look up the **Supreme Court Digests on Land Patents**/ also a set of books called **43 USCS 17**/ also books on State Law Digests. Look under the section on Land Patents. There is also material in **Bouvier's Law Dictionary**. Also look under the term "Bureau of Land Management".

Q. Why send the Bureau of Land Management $20.00?

A. This is the approximate cost for most copies of the original patents. This includes $4.25 for the patent plus a search fee. A copy of the County Plat map makes it easier for them to locate the patent or grant. In your letter, **BE SURE TO ASK FOR A CERTIFIED COPY.** You should receive it in 4 to 6 weeks.......C.E. LeBeau



WHO OWNS THE LAND?

While it is generally believed in America today that the purpose of the American revolution was to resist taxation without representation. the primary reason for the revolution was to deliver America's Land Titles out of the hands of Great britain and return them to the people. It was assumed by many before the Revolution that England rightfully "owned" America. it was because of this assumption that she gave grants of land to supportive Colonists, and then taxed the Colonists as subjects. But, the patriots of that day insisted that the King of England did not own the land ...so it was not his to grant. After the Revolution, the land became the property of each State's people, with the authority in the people to parcel out the land to claimants in a fair and equitable manner. If some land remained unoccupied, Jefferson said that anyone occupying it had possession, the right of ownership. land title was then to be held by way of **ALLODIAL TITLE**. That simply meant that there was "No Superior" to the land owner. He was the Superior, the Sovereign on his land.

to encourage railroad growth and to provide transportation for over three million new settlers that had immigrated from the East into a wilderness devoid of roads, the government gave the first railroad land grant ... 2,595,000 acres of federal land, six alternate, even numbered sections (640 acres in a section) of unpreempted land for every mile of track built, to be issued to fund the building of the Illinois, with a branch to Chicago. The contract said that it should be completed in six years and that seven percent of the company's gross should be paid to the state in perpetuity. Also, Uncle Sam was permitted to set his own charge for carrying troops, freight and mail, and eventually settled on fifty percent for the first two and eighty percent for the mail. The Illinois Central, then the longest line in the world, was completed three days before the deadline set in 1856.

One of the earliest laws for granting patents was passed by an Act of Congress on April 24, 1820. The law in 1820 prohibited the borrowing or use of credit for the purchase of government land. In the debates in Congress prior to the passage of this Act, Senator King of New York said "...It (the Act) is calculated to plant in the new country a population of independent, unembarrassed freeholders...it will put it in the power of every man to purchase a freehold, the price of which can be cleared in three years...it will cut up speculation and monoply...it will prevent the accumulation of an alarming debt, which experience proves never could or would be paid."

In 1862, the Homestead Act, in Section 4, provided that "no lands acquired under the provisions of this Act shall in any event become liable to the satisfaction of any debt or debts contracted prior to the issuing of the land patent.

When taxation of real property began (and the people did not object) they voluntarily accepted the premise that government was the Superior, and the land owner a mere serf in a feudal relationship to his master. And the whole process helped to contribute to an ever increasing control by Lawless Government.

This Lawless Government has been preparing America for the time when the land will be confiscated to pay off the indebtness to the Federal Reserve that has America on the verge of financial collapse.

According to conservative estimates, possibly half a million U.S. farmers will be driven from the land in the next several years. Jim Hightower has put the goal of the present administration at 10,000 super farms. Mr. Hightower is the Texas Commissioner of Agriculture. A total of 10,000 farms for the nation has been the goal of public policy ever since the Committee for Economic Development wrote its Adaptive Program for Agriculture, but true to "People's Republic" type thinking, the matter has never been taken up with the American Public.

Democrats and Republicans alike have allowed this policy to march forward, annihilating not only the family farm, but the freedoms of Americans as well.

So the mortgage foreclosures, in the words of the great thinkers, will deliver the landed resources of the United States into a few strong hands. Thomas Jefferson would have called it "landed aristocracy."

The founding fathers knew that free men could survive only as long as they owned property, because it was this ownership that accounted for broad spectrum distribution of income and preservation of the jury system. They also knew that manipulation of the money supply, via debt, would ultimately take from the people their substances, by concentrating the property into the hands of a few, which is now the curse of the majority of the world.

Thomas Jefferson wrote: "If the American people ever allow the banks to control issuance of their currency, first by inflation and then by deflation, the banks and corporations that grow up around them will deprive the people of all property until their children will wake up homeless on the continent their fathers occupied."

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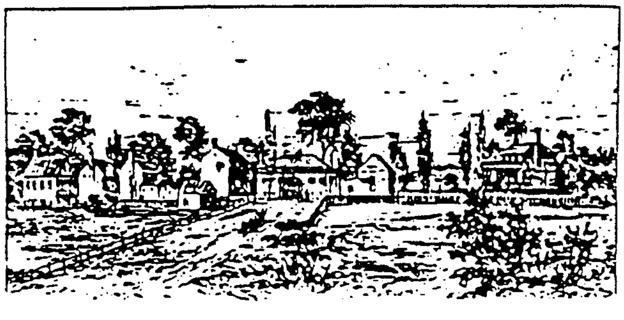


"DO I OWN MY LAND?"

Taken from a letter/notice from the United States Department of the Interior, it stated:
"the United States has paramount title in the land."!

The legal definition of Paramount is as follows:
Paramount Title;
"In the law of real property -- one which is superior to the title with which it is compared, it is used to denote a title which is better or stronger than another,....
(Black's Law, 4 Ed. pg 1267)

Under the National Constitution, Article IV & III, Clause 2, Congress was given power (by the people) to dispose of its territories and the land acquired for the people of the United States by purchase and by TREATY. The Administration (government) holds this land as TRUSTEE for the people!

After the Declaration of Independence and the `REVOLUTION', the land was to be held by everyone (landowners) in/by Allodial Title, which simply means there is no superior or "overlord" to or over the landowner.

Before we get into what Allodial Titles are and Land Patents, let's go to the first U.S. Supreme Court case on land titles for a clearer and basic understanding as to what our forefathers established through their experience and sacrifice for their progeny.

The case is WALLACE v. HARMSTAD, S Ct 492 (1863), and the opinion of the Court was delivered, May 6th 1863, by Justice Woodward, and in part, he stated:

> *"I see no way of solving this question, except by determining whether our Pennsylvania titles are allodial or feudal. It seems strange that so fundamental a question as this should be in doubt at this day, but it has never had, so far as I know, a direct judicial decision. In a valuable note by Judge Sharswood to the opening passage of Blackstone's Chapter on Modern English Tenures (2 Sharswood's Black.77), it is said, "that though there are some opinions that feudal tenures fell with the Revolution, yet all agree that they existed before, and the better opinion appears to be that they still exist. "In support of this statement, the feudal principals that have entered into our conveyancing are alluded to, and several cases are cited in which the consequences and qualities of feudal tenures have been recognized in our estates, although generally, in these very cases, it has been assumed that our property is allodial.*
>
> *(continued next page)*

I venture to suggest that much of the confusion of ideas that prevails on this subject has come from our retaining, since the American Revolution, the feudal nomenclature of estates and tenures, as fee, freehold, heirs, feoffment, and the like.

Our question, then, narrows itself down to this: is fealty any part of our land tenures? What Pennsylvanian ever obtained his lands by "openly and humbly kneeling before his lord, being ungrit, uncovered, and holding up his hands together between those of the lord, who sat before him, and there professing that he did become his man from that day forth, for life and limb, and earthly honor, and then receiving a kiss from his lord?" This was the oath of fealty which was, according to Sir Martin Wright, the essential feudal bond so necessary to the very notion of a feud.

But then came the Revolution, which threw off the dominion of the mother country, and established the independent sovereignty of the state (the people), and on the 27th day of November 1779 (1 Smith's Laws 480), an act was passed for vesting the estates of the late proprietaries of Pennsylvanian in the Commonwealth.

Another act on the 9th of April 1781, (2 Smith 532), provided for opening the land office and granting lands to purchasers; and, says the 11th section, "all and every the land or lands granted in pursuance of this act shall be free and clear of all reservations and restrictions as to mines, royalties, quit-rents, or otherwise, so that the owners thereof respectively shall be entitled to hold the same in absolute and unconditional property, to all intents and purposes whatsoever, and to all and all manner of profits, privileges, and advantages belonging to or occurring from the same, and that clear and exonerated from any charge or encumbrance whatever, excepting the debts of said owner,....

The province was a fief held immediately from the Crown, and the Revolution would have operated very inefficiently towards complete emancipation, if the feudal relation had been suffered to remain. It was therefore necessary to extinguish all foreign interest in the soil, as well as foreign jurisdiction in the manner of government.

We are then to regard the Revolution and these Acts of Assembly as emancipating every acre of the soil of Pennsylvania from the grand characteristic of the feudal system. Even as to the lands held by the proprietaries themselves, they held them as other citizens held, under the Commonwealth, and that by a title purely allodial. All our lands are held mediately or immediately of the

> *state, by the titles purged of all the rubbish of the dark ages, excepting only the feudal names of things not any longer feudal.*
>
> *Under the Acts of Assembly I have alluded to, the state became the proprietor of all lands, but instead of giving them like a feudal lord to an enslaved tenantry, she has sold them for the best price she could get, and conferred on the purchaser the same absolute estate she held herself,...*
> *...and these have been reserved, as everything else has been granted, by CONTRACT."*

To get a better understanding of this issue, we must take a look at certain definitions, from Black's Law, as follows:

> "ALLODIAL. Free; not holden of any lord or superior, owned without obligation of vassalage of fealty; <u>the opposite of feudal</u>."
>
> "ALLODIUM. Land held absolutely in one's own right, and not of any lord of superior; <u>Land not subject to feudal duties or burdens</u>." (Emphasis added)

Take note that Allodial is the opposite of Feudal!

> "FEUDAL. Pertaining to feuds, fees; relating to or growing out of the feudal system or feudal law; having the quality of a feud, <u>as distinguished from `allodial'</u>." (Emphasis added)
>
> "FEUD. An estate in the land held of a superior on <u>condition</u> of rendering him services. An inheritable right to the <u>use</u> and <u>occupation</u> of lands, held on <u>condition</u> of rendering services to the lord or proprietor, who himself <u>retains</u> the property in the lands. In this sense the word is the same as "feod", "feodum", "feudom", "fief", or "FEE". (Emphasis added)

To simplify, one can have two different and opposite titles of land, one of 'Feudal' nature - owing a fee or duty to another who actually retains or own the land! Or the other being 'Allodial', where the land is held absolutely in one's own right, not subject to another, a fee or a duty!

So the term <u>"OWNERSHIP"</u> may take on a totally different meaning, dependant upon the type of title one has in the land. '<u>OWNERSHIP</u>' is a key principle as it pertains to the rights to acquire and use property as well as rights <u>in</u> the land as well. Ownership is defined as follows:

> "OWNERSHIP. The complete dominion, title, or proprietary right in a thing or claim. The entirety of the powers of

> use and disposal by law. The exclusive right of possession, enjoyment, and disposal. Ownership of property is absolute or qualified. The ownership of property is absolute when a single person has absolute dominion over. The ownership is qualified when ... use is restricted." (Emphasis added)

The Act of Congress of April 24, 1820 was one of the earliest statutes passed for granted land Patents, along with the Homestead Act, Sec. 4 in 1862 and as stated earlier, the disposal of its territories and land acquired for the people is by purchase and by TREATY (Contract of and by the People) to wit:

1) Northwest Ordinance (1787)
2) Treaty of Peace, 8 STAT.80 (1783)
3) Treaty of Ghent, 8 STAT.218 (1818)
4) Oregon Treaty, 9 STAT.869 (June 15, 1846)
5) Treaty of Guadalupe Hidalgo, 9 STAT.922 (1848)
6) Treaty of Cession, 8 STAT.200 (1863)

The Treaty (Contract) Law cannot be interfered with, as the Supreme Court has held that 'Treaties' are the 'supreme law of the land'. See also Article 6, Sec.2 of the U.S. Constitution. The Treaty is declared the will of the people of the United States and shall be superior to the Constitution and the laws of any individual State.

It was through the 'experiences' of our Founding Fathers, coming from a Feudal system, that they desired that in the new country, the United States, that all men would own their land, in its entirety, absolutely, with full dominion, and subject to the claims of no man or government! This was done through grant or purchase.

Black's Law, 4th Ed. pg.829, defines Grant as a conveyance(?), same reference, pg. 402 under general, to wit:

> Absolute or Conditional Conveyance. An Absolute conveyance is one by which the right or property in a thing is transferred, by which it might be defeated or changed; as an ordinary deed of lands, in contradistinction to a mortgage, which is a conditional conveyance.

Now under the term 'Grant' it shows 'Private Land Grant' as:

> A grant by a public authority vesting title to public land in a private (natural) person.
>
> Public Grant. A grant from the public; a grant of a power, license, privilege, or property, from the state or government to one or more individuals, contained in or shown by a record, conveyance, Patent, charter, etc.

Before we go on to Patents, and with a little understanding of 'Grants', we will take a little time to touch up on the 'Purchase' of land as it affects title. Two points are raised or established, the first, from a court case, called STANEK v. WHITE, 215 NWR 781 (1927), states:

> "There is a distinction between a debt discharges and one paid. When discharged the debt still exists, though divested of its character as a legal obligation during the operation of the discharge." (Emphasis added)

How does this affect your land purchase? Very simple. When Congress, in 1933, suspended the gold standard (Art.I,Sec.10) which denied you the right to PAY YOUR DEBTS AT LAW (which extinguishes the debt) to a system where you can only discharge your debts, but the debt still exists. This may be where your duty or fee comes from in the form of your property tax. But there may also be a distinction in the form or type of payment that you made in and for the land. The courts have ruled that the Federal Reserve Bank/System is not an agency of the U.S. Government, but rather a Private Corporation!

Therefore, when you participate in the Federal Banking System, you are participating in a private money system, which is a privilege, and therefore a duty and fee is extracted, in the form of a tax, but since Federal Reserve Notes are not Lawful Money (no substance backing it!) you cannot pay your debts at law, they are only pieces of paper of which a debt attaches!

To prove this, we go to the second point, the definition of Title, as found in Bouvier's Dictionary of Law:

> "The means whereby the owner ... hath just possession of his property. 3. Title to personal property may accrue in three different ways; by original acquisition, by transfer by act of law, by transfer by act of the parties. 5. THE LAWFUL COIN OF THE UNITED STATES WILL PASS THE PROPERTY ALONG WITH THE POSSESSION." (Emphasis added)

The Lawful coin of the United States was Gold and Silver which is 'substance'. In olden days, one got gold from the land and one could buy land with gold. But back then, the conveyance of land through purchase was honored (in the law) and full and absolute possession and ownership was transferred!

So what we have covered so far, you can see that perhaps you don't own your land. Merely compare your so-called title or deed to the points of law as brought forth herein. See also the attached 'Exhibits' for your comparison. In mid-stream, we'll ask you the question, "Is property tax evidence of ownership?" However, we'll let you also answer that question!

Now on to Land Patents. Because all Federal Land Patents flow from treaties that fall under the "Supremacy Clause", no State, private banking corporation or other federal agency can question the superiority of title to land owners who have perfected their land by Federal Land Patent. Public lands, as found in 42 American Jurisprudence, Sec. 781 thru 873, shows that a Patent of land is to be the title to land and anything else is FRAUD. Transfer of a Patent is by release of Patent Interest Right and not by some form of 'USURY INSTRUMENT' of Trust or Warranty. (See also 40 AM JUR, 577 thru 688)

A Land Patent issued by the United States is legal and conclusive evidence of title to the land conveyed. (Opinion of U.S. Attorney General - Sept. 1869). A Land Patent is the highest evidence of title. Since Land Patents cannot be collaterally attacked as to their "Validity" or "Authenticity" as the highest evidence of title; Federal Land Patents were given free and clear ALLODIAL Title with no encumbrances, then and now. Can you say the same about your land title?

The Patent alone passes land from the United States to the grantee and nothing passes a perfect title to land but a Patent.*(WILCOX v. JACKSON, 43 Peter (U,S,) 498, 10 L Ed. 264)

* ... with no fee or duty (TAX)!!!

Since a Land Patent is not a conveyance of title by someone assigning their equity interest over to you, but a Land Patent is a TITLE AT LAW, which establishes an ALLODIAL FREEHOLD that is judgement proof and even immune from tax liens! Again, can you say the same thing about your land title?

"THE PROPERTY TAX-SCHOOL FUNDING ISSUE"
"OWNERSHIP VS. FRAUD?" IS IT A MASTER-SLAVE RELATIONSHIP???

Well there's a lot of emotions flowing out and about, around this here Property Tax-School Funding Issue! Within the State of Oregon, there was more than a lot of talk about a sales tax, which would accordingly lower property taxes. Following that, the people voted in that there Lottery.. with the promise that funds would or could go to lower property taxes. Time will tell on that one, just don't hold your breath! Least most oregonians don't want that sales tax!

And if the school funding issue is brought into this discussion in relation to or based on the property taxes, watch out, 'fur can fly!'

Many people, with good intentions, support the schools, to a point, irrespective of the poor quality (the results) and the underlying goals of such controlled education. It seems that every year, along with teacher strikes, the property tax issue rises, with the pros and cons. Seems to just get worse than better! And haven't you noticed, that all politicians ever do, at any level, is to raise taxes..then again, maybe you haven't noticed!

But then it's a 'Catch 22 Situation',.. know what I mean? Financially support the schools - property taxes must go up! Vote property taxes down, and the schools suffer! It's really a no win situation.

But then, maybe the solution lies within QUESTIONS, or putting it another way, YOU may have to go back to the beginning and find or discover the ANSWERS!

In order to get the right answer(s), one must ask the right questions, like:

Is property tax necessary?, Is property Tax lawful?

But the most important question is:

"Is property tax indicia (evidence) of true ownership"?

Well now, lets' do some investigation! What does 'ownership' really mean?

"The complete dominion, title, or proprietary right in a thing or claim. The entirety of the powers of use and disposal by law. The exclusive right of possession, enjoyment, and disposal. Ownership of property is absolute or qualified. The ownership of property is absolute when a single person has absolute dominion over it. The ownership is qualified when ... use is restricted"!

(Black's Law Dictionary, 5th Ed., pg.979)(Emphasis Added)

So what this tells me, is that ownership in land is then; "THE COMPLETE DOMINION, TITLE, THE EXCLUSIVE RIGHT OF POSSESSION, ENJOYMENT, RIGHT TO CONTROL WITH ABSOLUTE DOMINION OVER IT"!

Well, that statement seems to be meaningless in view of L.C.D.C., the compelling of PERMITS, and of course PROPERTY TAXES! Kind of like there's somebody watching over you, controlling or dictating what you can or cannot do on your land, and then demanding "TAXES" as well.

It would then appear that most people who have bought (paid off) their land (with or without a home on it) do not have absolute control, dominion, use, or even full enjoyment of it, when the individual and land is RESTRICTED by said L.C.D.C., permits and property taxes!

Then it also follows that if there are such restrictions on your land, that you may not have 'absolute title'. Maybe then ... your not really an owner, in the true sense of the word. I guess you would be called a 'quasi-owner'. They kind-of define that as "something like" an owner! Maybe there is a 'SUPERIOR' above you, controlling the use of the land and compelling a duty of fee for the 'interest' or 'use' of the land ... called property taxes! In the old days, way back in time, it was called "FEUDALISM", which is defined in part as:

> "The system was based upon a servile relationship between a "vassal" and "lord". The vassal paid homage and service to the lord and the lord provided land and protection."
> (Black's Law Dictionary, 5th Ed., pg. 559)

Well now, not to bad, but let's take a look at "FEUDUM", defined as:

> "A feud, fief, or fee (tax). A right of using and enjoying forever the lands of another, which the lord (superior) grants on condition that the tenant shall render fealty (duty or tax) military duty, and other services. I is not properly the land, but a right in the land."
> (Black's Law Dictionary, 5th Ed.,pg.560)(Emphasis added)

So what you may be involved in as a so called 'property owner' is a form of feudalism, which is basically in modern terms:

> "A system based upon a servant relationship between the servant and a superior (State, banking Co., Corporation, or other). The servant for the payment of a property tax (fee) has a right to use the land on conditions"!

For today, those conditions are the property tax, land use laws and permits. It should be noted however that if the servant fails to pay the property taxes or violates any of the conditions, the servant will be removed off the land and another servant will be allowed to use the land...on the same conditions! One must remember, however, the state will use any means to remove a servant/slave who fails to pay the taxes, even to the point of using a SWAT TEAM !

The right to use the land does not grant absolute title. The servant is without and is denied the true title, and is involved in what is called simply a 'feudal system'. Please bear with me, my leading is not in vain!

Let us now look at and define the word "FEUDAL", it is:

> "Pertaining to feuds or fees; relating to or growing out of the feudal system or feudal law; having the quality of a feud, as distinguished from "Allodial".
> (Black's Law Dictionary, 5th Ed., pg.559)(Emphasis added)

Well now, that's darn right interesting. This thing called "ALLODIAL", which is distinguished (opposite) from the "Feudal System" of the use of land without true ownership - for a fee! Well we're going to take a good look at this 'Allodial' thing.

But now those people who are in the know, or supposed to be, from REAL ESTATE AGENTS, STATE OFFICIALS, to POLITICIANS obviously are not directed to this information, or most likely this information has been suppressed or even denied, not only from them... but from you too, the so-called property owner!!! Could it be that those we elect(?) or the powers that are in the 'mushroom business', keeping everyone in the dark and feeding them 'bull'?

Well hang on, we're getting warm. I now direct you to the definition of Allodial, it is:

> "Free; not holden of any lord or superior; owned without obligation of vassalage of fealty; the opposite of feudal."
> (Black's Law Dictionary, 5th Ed., pg.70)(Emphasis added)

Holy cow, did my eyes just fail me? Can you believe that, a title on land where your not 'beholden' to anybody, owned without any 'obligation' of any duty or fee... a property tax? Amazing but true!

So, strictly speaking in regards to land, we'll go to yet another definition, and that is of land being held in ALLODIUM, as:

> "Land held absolutely in one's own right, and not of any lord or superior; land not subject to feudal duties or burdens. An estate held by absolute ownership, without recognizing any superior to whom any duty is due on account there of."
> (Black's Law Dictionary, 5th Ed., pg. 70)

Well now if any title on land would be wanted or sought after, as a treasure, it would certainly be an 'Allodial Title' would it not?

Imagine a 'Title' on your land where you are not subject to duties, fees, or taxes! Land held in absolute ownership with no superior above you! That means (what should have happened) when you paid off the debt on your land, the State, the Bank, or the party holding the contract until full payment, should of then transferred the proper true title, an Allodial Title. You would then own your land free & clear, fee simple, absolutely! It then could be said that you held your land in "PARAMOUNT", as is holding paramount title. Paramount being defined as:

> "In the law of real property, properly one which is superior to the title with which it is compared, in the sense that the former is the source of the later. It is, however, frequently used to denote a title which is simply better or stronger than another, or will prevail over it." (Black's Law Dictionary, 5th Ed., pg. 1001)

So now the question is, does the title you hold, or will receive, give you full absolute ownership, free and clear, fee simple, not subject to any duty or tax,... do you hold your land in Allodium with a paramount title???

In the old days, it's my understanding, that land held under these titles could not be liened, seized, or taxed! Of course this applied to the land as well, because of the "STATUS" of not only the land, but the "owners" as well. The land was owned, and nobody else had any control, what so ever! The land represented the wealth of the family, it was the family! Irrespective of hardships, family members could always go back to the land, the family farm, to survive and rebuild any monetary loss and self esteem!

But no so today! With the many restrictions placed upon the land, and of course, with the State owning the land (State holds true titles) the people cannot use the land for their needs, purpose, or desire.

Many people have been forced into the welfare system as a result of this modern day 'Feudal System'. The land is simply...not yours!

But now the question comes to this; "Why do you, the so-called property owner, do not have and hold an "Allodial/ Paramount Title" to the land (and Home) that you THINK you own?"

Why are you, the individual(s), the true substance and strength of this country, denied the proper lawful title to your land? Why are you denied the full enjoyment, from the use and ownership of your land? Is the quest for control and power, by those in authority over you, worth the violation of your "Life", "Liberty", and "Pursuit of Happiness"? Why are you led to believe that you own the land, why are you called a landowner, when you are compelled to duties, fees, and taxes? When you bought your property, did you understand and agree to having a 'superior' above you, controlling the use of your land? Why has the State denied you true title to your property?

Is it because the need and greed for power and control over the masses necessitates the fraud and scams to keep the State coffers full, and the sheeple in line, thinking and believing that they own their land, thereby made a little to fleece! Does State Dictatorship control, under the guise of/for L.C.D.C., permits, property taxes, and school funding in relation to the "ownership of land" necessities..."the end justifies the means!"

This writer, having an interest in the basic land/title issue, but fully understanding the principles involved, in that "you are merely serfs upon the land" that no one really owns their land, so no need to participate in that fraud... has turned to other interests.

One such interest was 'prospecting' and its related area of information. That of course led to collecting and reading books and information about mining claims and U.S. regulations on mining claims from the Bureau of Land Management (BLM). One of the letter documents that I had received was quite a surprise, since I had skimmed over it some time back.

The letter was from the "United States Department of the Interior", "Bureau of Land Management", titled "Notice to Mining Claimant", 2nd. paragraph, and in part said:

> "Since a mining* claimant has merely a possessory interest in the location, the United States has PARAMOUNT TITLE in the land..." (Emphasis added)

* this statement could apply to so-called property owners!

NOW THE QUESTION IS; "But what authority does the U.S.Government and your State Government hold land in paramount title (untaxable, unlienable, and unseizable) and yet denies the very people of this country the RIGHT to hold their land in same status... in Allodium?"

Is this not a government of the people, by the people, and for the people? Who's fooling who? Who's controlling who? These are questions you need to get answered! Its' been said a many many times, but here it is more than applicable - and that is:

"You all better WAKE UP! For Gods' sake WAKE UP!!!"

Consider and understand that your government(?) is involved in a 'belief system scam'. That is, if they can get the people to believe in certain things, then the Government can not only control the people, but also get the people to pay for their own servitude!

'OH', you want examples, OK, how about:

1. Socialistic Income Tax
2. Socialistic Social Security
3. The Welfare System
4. Government Schools
5. State Ownership of your Vehicles!

Get the people to 'believe' they own their own land and they'll pay the taxes on it*, and most of 'em' with a smile blank look on their face! Get the people to 'believe' they need to pay property tax to support the schools (free education - Bullcrap!) and the Government can add another link in the chain... in the enslavement of the people in this "Land of the Free!"

One might ask now, "How do the schools get funding"? Well, that's simple. Since the monetary system of this country is run by a "Private Corporation" circulating 'Bills', 'Notes', and 'Checks' (credit) without substance and in violation of U.S. and Oregon Constitutions (U.S./Art. 1 Sec.10 and OR./Art 11 Sec. 1) and since most taxing schemes are based upon fraud and theft, simply demand your public servants to return the power and authority to regulate the money system back to the U.S. Treasury, and then demand the Treasury to turn on the printing presses. I mean it's not really money, there's no substance, it's just paper! It's one of those 'belief scams', you believe its money, that it has value, and your 'confidence' thus makes it so! But it's just unbacked paper! And since your Government can/should operate honestly, well they can just send the 'cash' directly to the schools!

Of course, the other alternative is to shut all the schools down and turn over the education to 'private enterprise' and 'home schools'!

But remember, the issue here is "That you don't own your land!" And that's why you are compelled to property taxes... to support the schools. Now I realize that every point cannot be raised here, either in support or otherwise, but you must start with the basics!

"Get your land back, under a lawful, paramount, Allodial Title whereby you own it free and clear, fee-simple, ABSOLUTELY, owing nothing to nobody!" To do this, there's a price to be paid, and it is; "turn off the boob tube, put the beer down, read the Constitution, study the points raised herein, write some demanding letters to your public servants, get together in your local and MAKE it happen!"

"Yes, we may not know what the future lies ahead, but MAYBE IT'S TIME FOR OUR EXODUS!"

*This same point and principle applies to your automobile, you think you own it, but the State compels you to 'Drivers License, Registration, and Insurance' because the State holds the true title to your car, you merely carry a 'Certificate of Title', certifying that a true title exists. You do not have paramount title to your car, which is your property(?)(possession 9/10 of the law!).

PROPERTY OWNERSHIP

When you buy property, you must know the difference between Allodium and Feudal, and the various kinds of Titles.

When you own property, Allodially, no one can claim any control over your property but you. When you own property Feudally, you do not really own it, but are only renting it, and the owner has control of the use of the property. Feudal ownership is a deception, because you have, in actuality, contracted for a third party to own the property. Therefore, you must abide by the provisions of the contract, and pay the third party a rent for the use of the property. If you do not pay that rent or tax, you will be removed from it and it will be "sold" to someone who will pay. Property is "sold" on the courthouse steps every year. You ask "Why on the courthouse steps and not in the courthouse?". This is because the property is "sold" under color of law, and not according to the Common Law.

In order to own the property Allodially, you must make a "Bill of Conveyance" contract with the seller of the property, get the property surveyed, do a Title search, and file those documents with the Recorder in the Judicial Circuit or District in which the property is located. If you do not file for "homestead exemption or make any other contracts with the County or State, then you cannot be assessed any tax or be forced to obtain permits to improve upon your property. This means that the property is yours and no one elses, and that you are the only one in control of your property. I feel that every property owner should have a copy of "BLACK'S LAW DICTIONARY".

When you buy, make sure that the seller includes ALL RIGHTS to the property in the Bill of Conveyance, including mineral rights.

When you buy a car, you must also know the difference. I will give you an example.

When you buy a car from a dealer, the MANUFACTURER CERTIFICATE OF ORIGIN is sent to the State (Department of Motor Vehicles). The Manufacturers Certificate of Origin IS THE TITLE!!! The State records the Title on microfilm and ISSUES a Certificate of Title, which does nothing but certify that there is a Title. THE STATE HAS THE TITLE!!! If you read the small print at the bottom of the certificate, you will find that you only have "VESTED INTEREST" in the conveyance, and not ownership of it. YOU HAVE JUST CONTRACTED FOR THE STATE TO OWN YOUR CAR!!!. When you do this, you must comply with the provisions of that contract and register the car every year, so the State knows where the car is, obtain a drivers license, and purchase insurance.

You must also obey the statutes of the corporate State and all the regulations that go along with them, so the Corporate State can keep their greedy large hands deep in your pockets.

You must also know the difference between paying and discharging a debt. When you pay a debt, you must pay with value or substance. (see Art. 1,Sect. 8, Cl. 5 & Art. 1, Sect. 10, Constitution for the united States of America). You Pay a debt with Gold and/or Silver coin, but you can only discharge a debt with "Federal Reserve notes. I will explain. Gold and Silver coins are value, if coined by Congress at the U.S. Mint. (Art. 1, Sect. 8, Cl.5), and only Gold and Silver Coin can be used to PAY debts. (Art. 1, Sect.10). When you use Gold and Silver coin to pay a debt, it's paid in full. A Federal Reserve Note cannot pay a debt, because it is only BANK CREDIT, or a debt in itself. HOW CAN YOU PAY A DEBT WITH A DEBT??? You cannot!!! You can only discharge the debt with Federal Reserve Notes. The debt still exists and is not paid.

Article 1, Section 8, Cl.17, of the Constitution for the united States of America, establishes the District of Columbia as a Different and Separate NATION from the Republic of the united States of America. The Congress has EXCLUSIVE RULE OVER THE Citizens of the District of Columbia, it's territories, Insular possessions and Federal enclaves. Those people have NO RIGHTS, WHATSOEVER, OTHER THAN WHAT CONGRESS GIVES THEM. The Social Security number is the Main Contract with this Foreign government that creates this status of slavery.

The way to own property in a Freehold status is to recind ALL contracts with the Foreign Corporate Federal Government and the Corporate Regional State, county and municipality. These contracts include:

1. Birth Certificate

2. ALL licenses (including Marriage).

3. All permits

4. Social Security numbers

5. Bank accounts(accept barter banks)

6. Any contract that requires a SSAN

7. Any incorporation, entitlement or privilege from any level of government.

This you must do by Affidavit. This is your declaration that you are a Free American, and not a United States Citizen (Citizen of the District of Columbia). There are a number of sample Affidavits in the back of this booklet. All you do is tailor these Affidavits to your particular situation and send them out to the agencies and nations concerned.

You MUST after you type them, get them notarized and have three of your peers witness your, and the notaries signatures. The only reason for the notary, is to make the document cognizant in a foreign venue.

Send a copy of the affidavit to the pertinent agency, along with the original True copy certification and service. Keep two copies for yourself, and file the original Affidavit with a copy of the true copy certification and service with the Recorder of the Judicial Circuit or District in your area. Youcan do this in person (in the Common Law) or by return receipt mail. One copy goes with you, in your car, and the other remains in your files.

With every Affidavit that you send to an agency, the number or identification card must be surrendered. In the case of the Social security administration, if you have a card, it must be surrendered and acompany the affidavit. In the case of the Department of Motor Vehicles, the Number Plate, Registration and Certificate of Title and Drivers license must be enclosed with the Affidavit, etc. The only exception to this would be if you do drive for hire, ie. Taxi, Bus or Truck driver.

Make a copy of your Positive Identification in the size of an ID card with your right thumb print overlaping the bottom of the photo, laminate it and carry it as your photo ID.

Always work on a contract basis and NEVER sign anything" under the penalties of perjury", or use any Social Security number. You are then, a Free American and NOT a U.S. Citizen.

PROPERTY OWNERSHIP

When you "buy" property today, you do not buy the property, you buy a lease from the County! Think about it for a minute. If the county can tax you on it, make you get a permit to improve on it, take it away from you if you do not pay the tax, who owns it? (see Blacks law Dictionary definitions, included).

If you PAY for it in Gold Coin, and on a Bill of Conveyance, do your Title search, and survey, file those three documents with the clerk of Circuit Court and the county recorders office, then you own allodially your property and the county cannot tax it, make you get any permits, take it from you, or even zone it, because the county does not own it anymore. Make sure that you retain ALL rights to the property on the Bill of Conveyance.

The same goes for your car. Lets say that you buy a car from a dealer, and that you discharge the price of the car with Federal Reserve debt (FRAUDS). The Manufactures certificate of origin (Title) goes from the dealer to the State (regional) Department of Motor Vehicles. When you sign all those papers at the dealership, you are contracting for the Regional State to own your car! When you do this, you must abide by the provisions of the contract and register it every year, so the owner knows where it is, buy insurance (a ponzi scheme) and get a drivers license. The drivers license was only designed to regulate "Driving for Hire" and not to regulate the right to travel.

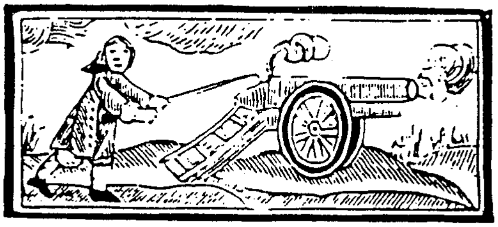
A license is "privilege or permission to do what is otherwise unlawful". The Right to travel cannot be regulated or taxed. (Art. 9 of the Bill of Rights).

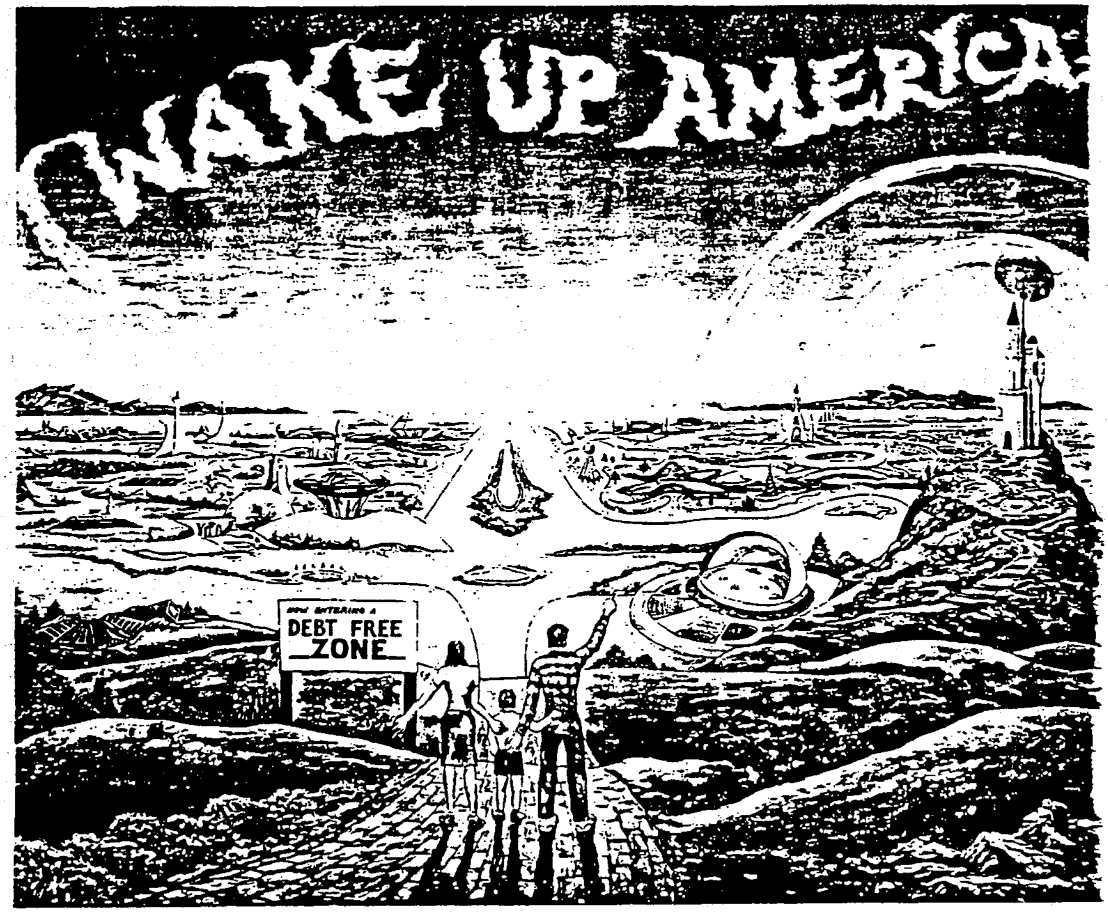
As for payment, you cannot pay a debt with a check or Federal Reserve Notes (FRAUDS). They only discharge the debt and the debt still exists. To PAY a debt, you must barter, or pay in Gold or Silver Coin, which cancels the debt, The Federal Reserve Note is debt and you cannot pay a debt with a debt! (see Art. I, Sec. 8, Cl. 5 and Sec. 10, Constitution for the United States of America)

To won your own car you must buy it on a Bill of Conveyance, and obtain the manufacturers Certificate of Origin.

THE DISTRICT OF COLUMBIA AND IT'S REGIONAL STATE WANTS TO BE YOUR GOD, BUT YOU CANNOT BE A U.S. CITIZEN (under the U.S. Code and statutes passed by Congress and the regional State legislators) and an American (under the Constitution and Gods Laws) at the same time!!!

You cannot serve two masters!!! YOU HAVE THE CHOICE, MAKE IT!!!





TOGETHER WE CAN:

REPUDIATE THE FEDERAL DEBT & RESTORE LAWFUL MONEY
ABOLISH THE FEDERAL RESERVE SYSTEM & IRS
RESIST THE RISE OF FASCISM & POLICE STATE IN AMERICA
GENERATE PROSPERITY & WEALTH FOR ALL PEOPLE
LIVE IN A GOLDEN AGE OF POSSIBILITY!

FOR MORE INFORMATION on living debt-free and restoring a lawful money system contact:
Cascadian Resource Center, c/o P.O. Box 5290, Eugene, Oregon state, PZ: 97405, usA
(503) 343-5066

INTERVIEW: CAROL LANDI ON LAND PATENTS AND TREATY LAW

In an effort to track a big story called land patents, Acres U.S.A. has covered both miles and monumental telephone tabs. Tucked into the paragraphs of the newly released Land Patents, Memorandum of Law, History, Force and Effect is a reference to a case styled Summa Corporation v. The State of California. It is this case and the implications it holds that prompted to raise a family but she is back--in her words, "an advocate," meaning she fights for causes and principles often left unattended by ordinary lawyers. She enjoys her role as a researcher because it keeps her in touch with the real scholarship of the profession. Since this tape is long, we will now terminate introductory remarks and get down to bare facts.

ACRES U.S.A. Carol Landi, in the course of this business of being an advocate, you have come in contact with the land patent--the law, the concept, and what's being done. So, Carol, will you review for our readers what is the background of the land patent?

LANDI. When I spoke to you before I talked about the Summa Corporation decision in the U.S. Supreme Court this past spring. This is styled Summa Corporation vs. State of California. I hung my hat on the Summa Corporation decision that just came down from the high court. I've been working with federal land patents in California and in Utah. I'm doing the historical research on the federal patents in California. We have what are called ranchos confirmed by the U.S. government after the conquest of the western states. And these grants are comprised of anywhere from 5,000, 6,000, 10,000, 23,000, maybe up to 100,000 acres in one shot. A township consists of only 640 acres. When I read the Summa Corporation decision, I had known about the Treaty of Guadalupe Hidalgo through researching a case right here in Contra Costa County. The case is a trial court case and it cannot be found in any reporters, so I just went over to the court with the name. I found the case and low and behold it was an eminent domain case, under the fifth amendment. In California it's under the California eminent domain laws, and this lady, Virgina Stetson, held off the redevelopment agency by presenting as evidence in court a copy of the patent and the lands that they were trying to take. It also gave quite a liability on the Treaty of Guadalupe Hidalgo.

ACRES U.S.A. What law was the decision based on?

LANDI. Treaty Law.

ACRES U.S.A. What is treaty law?

LANDI. The substance of all federal land patents is based upon treaty law. Treaty law is the law of the nations. It is embraced by the United States Constitution Article 1, Section 10, Clause 1.

THE TREATY POWER

The treaty-making power is an extraordinary power, liable to abuse. Treaties make international law and they also make domestic law. Under our Constitution treaties become the supreme law of the land. They are indeed more supreme than ordinary laws, for congressional laws are invalid if they do not confirm to the Constitution, whereas treaty laws can override the Constitution.

Treaties, for example, can take powers away from the Congress and give them to the president. They can take powers from the state and give them to the federal government or to some international body and they can cut across the rights given the people by the Constitutional Bill of Rights.--John Foster Dulles

ACRES U.S.A. Which makes a treaty the law of the land?

LANDI. Yes. The judges of all states shall be bound by treaty law.*

ACRES U.S.A. And the Treaty of Guadalupe Hidalgo made secure these grants? Is that what you're saying?

LANDI. That's right. Let me stray from the Treaty of Guadalupe for a moment and give you a little historical background on treaty laws. Now to begin with, our entire country was acquired through treaties with other countries as our young nation conquered lands from the original 13 colonies and westward to California. Every inch of land in our country comes under treaty law.

ACRES U.S.A. Because of the Louisiana Purchase or the Treaty of Cession, 1803? The Treaty of Ghent? The Texas Treaty?

LANDI. That's rights. Let me parade you through the historical sequence. Let's take the Northwest Ordinance*. This ia a resolution of Congress that merely stated the intent of Congress that the territory shall be divided into three to five states to be created upon the existence of a certain number of inhabitants required to become states of the union--nothing more, nothing less. The Ordinance was not a treaty. It was part of those unknown lands that were part of all that territory gained from Great Britain under the Treaty of Peace with Great Britain, 1783 (8 Stat. 80) in which the original 13 colonies derived their independence together with lands Britain gave to the original 13 colonies of territory westward to the Mississippi River. The boundaries of that territory is given in Article 11 of the treaty, that is, the western boundaries of those states today known as Mississippi, Tennessee, Kentucky, Illinois and Minnesota. All the states from the Mississippi River and the states mentioned above, and eastward to include the original 13 colonies comprise all those lands that come under the Treaty of Peace with Great Britain, therefore, every federal land patent in every state thereof flows from that treaty.

ACRES U.S.A. Is there any case law saying the treaty is paramount?

LANDI. Yes. The lead case that said treaty law cannot be interfered with by a state legislature in Ware v. Hylton, [(1976) 3 Dall. (3 U.S. 199)]. In this the Supreme Court held that a treaty is the supreme law of the land (Article VI, Section 2: "and the judges in every state shall be bound thereby, anything in the Constitution or the laws of any State to the contrary notwithstanding"!)...that any act of the legislature cannot stand in its way because a treaty is the declared will of the people of all the United States and shall be superior to the constitution and laws of any individual State." [Emphasis by the court.] In other words, federal land patents put into evidence by a land owner cannot be challenged by a state court because it flows from a United States treaty, and therefore, no court has jurisdiction over title or ownership to land that traces its source to the paramount or common source of title from the United States government, banks and private corporations notwithstanding, because federal land patents were never given to corporations, only to private citizens hence the term "private land claim" or "PLC" (as we call it) used by the Bureau of Land Management as the date of the original patent.

ACRES U.S.A. And then there was the Louisiana Purchase?

LANDI. Yes! The very next treaty of the United States from which all land patents flow under the supremacy clause is the Louisiana Purchase from France under the Treaty of Cession, April 20, 1803, [8 Stat. 200], signed at Paris in which our young nation gained the territory of the following states: Louisiana, Arkansas, Oklahoma, Kansas, Nebraska, Iowa, Wisconsin, North and South Dakota, Montana and Wyoming and the northeast two-thirds of Colorado. After that we had the Treaty of Ghent, October 20, 1818 [8 Stat. 218]. It merely established the northern boundary of the Louisiana Purchase as the 49th parallel to the Rocky Mountains, nothing more, nothing less. The lead case for the Louisiana Purchase States is American Insurance Company v. Canter [(1828) 1 Pet (26 U.S.) 511] in which Justice Marshall held the power to make treaties is an absolute power of the United States government and from that power arises the right to govern it, i.e., treaty law is superior to any state laws* and is the supreme law of the land. "zoning law" included.*

ACRES U.S.A. And Texas is in a class by itself?

LANDI. That's right! Texas was annexed to United States by the independent vote of the inhabitants. While the Cession of Texas is a treaty, it was annexed as a House Joint Resolution (HJR) and it would be fairly certain that the citizens had the same protection as those given under treaty law. I have not searched out the HJR as yet, although the HJR would be a simple matter to locate in the United States Statutes by year on annexation, month and day in the statutes. It is interesting to note that ass an annexed state, it is the only state that has the power to secede from the United

States. Hawaii is the last state with that power to secede.

ACRES U.S.A. What did the Oregon Treaty do?

LANDI. The Oregon Treaty of 1846 was an agreement with Great Britain that gave the U.S. undisputed claim to the Pacific Northwest south of the 49th parallel. The states carved out of this treaty are the present states of Oregon, Washington, Idaho and the southwest corner of Wyoming. This treaty with Great Britain was signed on June 15, 1846 [9 Stat. 869], and all federal land patents of these states flow from the treaty and fall under the supremacy clause of the constitution, therefore, no state, private banking corporation or other federal agency can question the superiority of title to land owners who have "perfected" their land by federal land patent. Jurisdiction by any state court is invalid, and since federal land patents cannot be collaterally attacked as to their validity or authenticity as highest evidence of title, no mortgage institution can claim title to land by its "lien." Certified federal land patents were given free and clear title with no incumbrances, then or now!

ACRES U.S.A. And this brings us to the Treaty of Guadulupe Hidalgo, 1848.

LANDI. This had to do with the Mexican War following the War with Mexico, under this treaty, the United States paid Mexico $15 million dollars in gold coin for reparations and all that conquered territory now known as the states of California, Nevada, Utah, Arizona, and the western portions of Colorado and New Mexico. All lands purchased from the United States as private land claims were paid for in gold and silver coin, after which a federal land patent was confirmed and issued to the private claimant. This is a point to keep in mind regarding "loans of credit" by financial institutions in violation of Article 1, Section 10. + 31 USC 463 (a).

ACRES U.S.A. How did the Act of Congress, March 3, 1851 figure in all of this?

LANDI. Because of the confusion of land claims by the Gold Rush settlers on Mexican land grants, Congress enacted this act to ascertain and settle the private land claims in the state of California. For the first time, a Land Commission was established to confirm the claims and the Court of Private Land Claims was established to settle disputes before final confirmation by what is now known as the U.S. Bureau of Land Management under the present Department of Interior of the United States. The act of 1851 established a two year limit to contest claims after which the confirmed land claims were closed forever by the issuance of federal land patent that generally included the phrase: "given this day __________ to ___________ his heirs and assigns forever." No claims could be made after the issuance date of the patent. This is what Summa [104 U.S. 1754] was all about. The two year limitation on contest of federal land patents issued to private land claimants was extended by the Act of March 3, 1891 still in force today.

ACRES U.S.A. And of some importance is the Gadsen Purchase, December 30, 1853 [10 Stat. 1031].

LANDI. This was a treaty between Mexico and the United States in which the U.S. paid $10 million dollars in gold coin to Mexico for that southernmost strip of New Mexico. The treaty is significant because it refers back to the Treaty of Guadalupe Hidalgo and conferred all the same rights and privileges to citizens of that territory as in the 1848 treaty. Hence, that southernmost portion is, in actual fact, included in the Treaty of Guadalupe Hidalgo. All federal land patents in this area also flow from treaty law, still the supreme law of the land by which all judges in all states shall be bound as to the validity of the patents. 43 USC 59 establishes that duly certified copies of federal land patents shall be evidence in all cases where the originals would be evidence. Section 57 covers the states of Oregon and California. Section 58 covers the Louisiana. Section 83 of Title 43 covers the evidentiary effect of certified federal land patents for all states, and all the courts in the United States must take judicial notice of these federal patents and their evidentiary effect under these federal statutes. If the patents are not certified when entered into evidence, and court may ignore the patent and overrule it as evidence of superior or paramount title versus the mortgage lien the banks* use to lay claim tot he land. *Assuming "lien" was NOT "Ultra Vires".

ACRES U.S.A. How does this figure in lien theory states?

LANDI. If the bank, or lending institution lays claim to the land by the lien theory, it must have been presented in the contest of the federal land patent within the two years after the last act of 1891, supra, or forever be barred. In point of fact, as against a federal land patent, it is extremely doubtful that any of the present lending institutions were in existence in 1891 in order to present any claim against the owner of land under a federal land patent flowing from a United States treaty, also known as the Law of Nations, in which no private citizen can dispute the terms of a treaty or act of Congress.

ACRES U.S.A. What about state conflicts-and attorney general opinions, and the general attitude we find among attorney generals, such as General Stephens in Kansas?

LANDI. You can print an excerpt from a document I submitted to the state court, one referring to the California Supreme Court decision which Summa over turned. What is shown is the dissent of the California Supreme Court justice(s) that was ultimately upheld by the U.S. Supreme Court (unanimously).

ACRES U.S.A. So where are we?

LANDI. There is nothing arcane or esoteric about federal land patents, treaty law and the law of nations. I'll send a news article from Northern California in which the BLM had to participate and obtain an act of Congress to clear the way for clear title under treaty and patent law. California is more than familiar with the obligations of treaty law, and the requirements of federal patent law under federal Title 43 USCA, public Lands. We have more than a passing acquaintance *stare decisis law on the subject up to date in the April 1984 case. Courts will resist it, or be confused by it. However, if nine justices of the United States Supreme Court are not confused by it, under the supreme law of the land, why should a state judge be permitted to ignore it? In point of fact, the state of California has just recently begun to acknowledge U.S. Supreme Court decisions. Because of the great socialist experiment in California, (courtesy of our unusual Senator Alan Cranston), California and Justice Rose Bird are not convinced yet that California is a part of the United States. However, we do have case decisional law recently reaffirmed by its appellate courts that when the United States Supreme Court interprets a federal statute, the courts of this state are bound by it! The key to finding case law in every state upholding federal treaty and its laws can be found in its law libraries in the Key Digest under Public Lands. I have had opposing attorneys searching through American Jurisprudence under Public Lands, which is the starting point, however, the attorneys are still baffled by it all. Am. Jur. 2d. is the best starting point to find the case law on treaties as they pertain to decisions in the states. It is all so simple, you can expect judges to be confounded by it; as the scriptures say, "God takes the foolish things of the world to confound the wise, and God *takes the weak things of the world to confound the strong." *= To abide by, decided cases.

ACRES U.S.A. Earlier you said every inch of land was acquired by treaty and falls under land patent. Even the original 13 colonies?

LANDI. I have the treaty with Great Britain upon we founded our original 13 colonies and gained our independence, a treaty dated 1783. And I have the leading case law on that, their treaty, which covers land from not only the original 13 colonies, but all the land west to the Mississippi River.

ACRES U.S.A. In other words, the British were giving away something by treaty they really didn't have?

LANDI. They didn't know it was out there. They knew about the Mississippi River, I believe. They knew about it as a result of their trade with France. The Louisiana Purchase goes from the Mississippi River and covers your midwest states. The Louisiana Purchase, of course, was the Treaty with France. That was in 1803, signed at Paris. Some government people who are a bit busy nowadays filling land patent orders are telling people there were no patents back in the original 13 colonies. Let me say this for the record right out of my survey book. The first patent issued in New York City on March 4, 1788 to John Martin and is simply for Lot number 20, Township 7, Range 4. And he paid $640 for that section. That was the very first patent in this country.

ACRES U.S.A. Who patented that to him?

LANDI. The United States Government.

ACRES U.S.A. And what does it really mean?

LANDI. John Martin apparently squared off or surveyed a plat of land, a public layer, that did not belong to a private owner. He squared it out. He applied to Congress and said, *I would like to settle on this land and whatever provision you require for me to settle on this land I would like to have it confirmed and have a patent* (in those days they didn't know about deeds, so they called them patents) *so that it will be mine, in my name, and it will be my private claim*. And Congress said, Okay, we'll have somebody check on it. They checked on it, and they agreed with his survey, and gave him a federal patent.

ACRES U.S.A. And what does the patent mean? It is just a simple title, no different from any other title, or does it have a special character to it?

LANDI. It has a special character to it. The federal land patent is the paramount or common source of titles from the United States government. All public land originates from the U.S. government. Even today, any public land in any state is still under the United States Government.

ACRES U.S.A. Does this patent inure to heirs and assigns?

LANDI. Yes. Forever. And that is a long time.

ACRES U.S.A. Okay, this is really the case for the land patent, then, isn't it?

LANDI. That's the essence of it.

ACRES U.S.A. Why does the treaty confer superior status to the land patent, a status that cannot be retreated from by lessor courts - even the Supreme Court.

LANDI. It pertains to the pecking order or authority. Potential land belongs to the person who receives it and his assigned heirs forever. It doesn't matter who is on that land today. No one can touch that federal land patent, except the United States Government. No one can challenge it. Let me bring you up to date from the Treaty of Great Britain. The Act of 1851 which has been updated in the Act of Congress, 1891 has to be reviewed. California, you will remember, was badly turned upside down between the Mexican Government, Spanish Government, and the Gold Rush. The Act of 1851 stated that anyone who was establishing a claim had to have it confirmed by the United States Land Commission. It was a commission of three men. If no one protested that claim within a three year period from the date of the Act, it could no longer be attacked under any circumstances. It was final. And this is what Summa Corporation was talking about.

JUSTICE KAUS'S OPINION

I confess to a growing unease about what I view as an accelerating erosion of private property rights of California citizens. We need to look no further than the first section of the very first article of the *state Constitution* to learn that the sovereign people of California have proclaimed: "All people are by nature free and independent and have *inalienable rights*. Among these are enjoying and defending life and liberty, *acquiring, possessing, and protecting property*, and obtaining safety, happiness, and privacy." [Italics added.] From this solemn pronouncement of the people, identifying the protection of their property with the defense of their lives and liberty and describing such interests as "inalienable," I conclude that preserving the sanctity of a citizen's private property is a singular responsibility of government and its courts. When, therefore, that government itself seeks to trench on such constitutionally protected and "inalienable rights" of its own people, its conduct must be closely scrutinized and its reach carefully measured by the rule of law." --from the Venice Properties decision.

The state of California has been trying to grab land - federal land and offshore drilling land. With the Department of Interior they have tried to say well these are swamplands, these are tidelands, and they belong to us because as we became a state these lands automatically became ours. The courts have consistently said, No. Nothing passes to you unless the United States government grants you this land and it belongs to you, then you can do whatever you want. NO DNR

ACRES U.S.A. What practical application does this knowledge bring to farmers who are now being foreclosed by government agencies, namely FmHA and PCA and Land Bank? Jenny Mae? Freddie Mac?

LANDI. Some are backed by the full face and credit of the United States government, some are not. If somebody has a claim, if the bank says they have a claim on that land, they are going to foreclose. How are they going to prove that they have title to the land from the United States government? Was title given to them in their name? No, it wasn't. It was given to Corporal John Smith in a land patent 120 years ago, or some such person. It doesn't matter whether you're an heir, it doesn't matter whether you were an assign. The bank has to prove it has title to that land in order to take it over.

ACRES U.S.A. And so people who are filing and getting certified patents and registering them in the court house are doing something that is proper for now pending disposition of this whole matter.

LANDI. Absolutely.

ACRES U.S.A. But you see the judges in these equity courts are not looking at it that way. They say to themselves, *We've got to protect the creditors. It's much easier on the community to let this farmer go down the tube than it is to put the bank in jeopardy to a point where there is a run on the bank.* How do you face that proposition?

LANDI. Well, number one, I would ask you how the case was filed. Is the farmer a defendant in the action?

ACRES U.S.A. Usually he's a defendant.

LANDI. If he's a defendant, and he's got a patent on his land, he says to the bank, *You're making a claim on my land, you want to foreclose on it. Sorry, you can't do that. You come up with a superior title to my patent, something superior to my land patent, then I'll give it to you.*

ACRES U.S.A. But, you see, the judge won't even entertain that particular point. He is shown the contract and he rules on the contract, and that's it.

LANDI. No, It's not a contract.

ACRES U.S.A. Well, what is it when you have a mortgage? Isn't that a contract?

LANDI. That's a loan of credit. It is not a contract.

ACRES U.S.A. Just for the sake of argument, would you set up for me in as good a narrative as you can, the defense that the farmer has? Let me give you a hypothetical situation. This farmer purchased some land. He now has some sort of title on it. He went to the bank and he borrowed some money because he wasn't making enough, and he had been promised the land values would be increasing, so consequently he was able to borrow money to keep on farming, to grow more so he could sell it for less and lose money. And it finally came to a terminal point because the land values have dropped. So the bank says, *You don't have the collateral you had last year. I guess I'm going to have to foreclose on you.*

LANDI. My first question, what does the bank call as collateral?

ACRES U.S.A. The land. And the building. And the cows.

LANDI. Okay, now let me explain something to you. I don't know how it is in much of the country, but I'm pretty sure its the same as in California because property, real estate law, is no more screwed up in the whole country than in California. If you look at your tax bill--I'm sure even in your state--you will see that the land is assessed at one amount and the improvements at another amount. I attribute that to my background information as being an Assistant Deputy Tax Collector. I know the difference. So there is a difference between land and its improvements. If you look on the title insurance on the American Land Title Assurance Association standard forms--uniform forms--abbreviated ALTA--you'll see that the title company insures absolutely nothing but the land. Four little letters--L-A-N-D. I looked and searched those insurance policies. They will not insure anything. All they insure is good title. And on those grounds, the bank has given the farmer a loan. Basically, the title insurance company is at fault. They did not search that title back far enough to its original source to see who owned that land.

ACRES U.S.A. Okay, and it came to the United States by treaty.

LANDI. Right. But the bank can make no claim on that. No one can make any claims on that land with a federal land patent on it unless he brought up that claim during the patent proceedings in 1851 under that two year statute of limitations.

ACRES U.S.A. What about that Mexican family that owned land in New Mexico. Suddenly that family found itself in the United States. The title that came into the United States would be secure under treaty, wouldn't it?

LANDI. Absolutely. No question about it.

ACRES U.S.A. But the land that no biological person had laid claim to was just wilderness claimed by Mexico. That land ceded to the United States by the Treaty of Guadalupe Hidalgo. Then the government patented it over to somebody--a soldier, perhaps! You're saying that this land to that man, and to his heirs and assigns is secure forever.

LANDI. Forever.

ACRES U.S.A. So now we've arrived to 1984, and this farmer who has that piece of land originally patented to someone is being foreclosed, and they haul him into court. They've got maybe 50 headbreakers out in the yard to seize his equipment and to take him off in cuffs if he resists. And they go in front of a judge and the judge hands it over to the John Hancock Insurance Company or some bank, or whatever. What is the defense? What can this man do?

LANDI. I think the problem that you're having out there right now is getting the patent recognized in court.

ACRES U.S.A. Right. Nobody will listen.

LANDI. You must record a certified copy with the recorder or register of deeds.

ACRES U.S.A. In other words, you get this original information, put it on the appropriate document, and then have it recorded in the courthouse. What does that do?

LANDI. There is a copyrighted form that has all the *stare decisis** case law. No one can attack a federal land patent. *To abide by, adhere to decide cases!

ACRES U.S.A. Yes, but they recruit the headbreakers and come out. A judge has told them to throw you out. What does this rancher do?

LANDI. Number one, you tell the court it doesn't have jurisdiction over federal land patents.

ACRES U.S.A. And he ignores that. He says, *Objection overruled.*

LANDI. Say, Fine, I'm going to appeal it.

ACRES U.S.A. Where do you appeal it?

LANDI. You appeal it right then and there. I don't know if you have what is called a demurrer, a declaratory plea. You bring that up. In California a declaratory plea is called a demurrer. It's attacking the legal proficiency of the plaintiff's pleading. As a defendant, you can attack that and you can say right off, *The court does not have jurisdiction over this federal patent*. This is a state court. This is a federal land patent. Case law says state or federal courts cannot touch land patents. You don't have jurisdiction. You can't rule on it. Boom, it's finished. It's over. If you say, *No I'm going to appeal it to the highest court in the state, even the highest court in the land.* I don't know of any court that will foreclose on a property without some kind of notice to the farmer that a court proceeding is taking place, or in the alternative, the farmers don't know what to do when the default notice comes that the farm is going up for sale. I am dealing with residential foreclosures presently, including those under FNMA (Fannie Mae) and FHLMC (Freddie Mac) both and all of which come under Title 42 USCS "Banks and Banking." I am presently researching these federal mortgages, and fighting some with federal land patents. Farmers cannot be lawyers, and lawyers cannot be farmers, there's no question. But someone should be able to tell the farmers what signs to watch for and when to take action before the action hits them. I suspect that the only problem the farmers are having with the courts is purely procedural. I have seen my share of dishonest judges but I have also learned how to force their hand in court--on the record!

ACRES U.S.A. OK, can you walk us through procedures?

LANDI. After recording the land patent, the important thing is to know the law of the treaty that covers your state. Every protection a farmer needs is in that treaty and the judge knows that by the Supreme Law of the Land he cannot touch it or have any jurisdiction over it. When the banks are faced with the fact that the court has no jurisdiction over their foreclosure action due to a federal land patent recorded on the property and treaty law preempts state and/or federal law the court will make a mistake of ruling against the farmer which, in itself, is good, because now you can appeal and buy more time to keep the bank at arms length. I would want to look at a court file to see exactly what went wrong and how. If a defendant is not responding, or if he is responding, then he doesn't know his appeal rights. Any case on federal patent could end up in the U.S. Supreme Court just as *Summa* did in California. That could tie a bank up in court for years! Appeals are all done on paper. No court appearances. Everything on appeal is done in writing as there is no oral argument allowed. [Wis. Stat. 407. 103 + 401. 201]

ACRES U.S.A. What about those who have lost their farms?

LANDI. As to those who have already lost their farms, my position is that whoever the bank conned into buying the foreclosed farm has bought a farm without warranty or guarantee of clear title. Look at the fine print in a trustee deed sale notice. IRS does the same thing! IRS sells foreclosed property with that particular statement! So, No guarantee goes with purchase of foreclosed lands, except that you put a federal land patent on it. I would have no compunctions about even IRS auctioning off my land because as long as I have that patent recorded on it, then I can challenge the new buyer that IRS didn't guarantee clear title, and that I still own my land. Therefore, I would tell IRS I want my money back for fraud in not telling me that there was a federal patent on the land that I can't fight to get off my land. Incidently, even IRS cannot supersede federal treaty law or the provisions of any treaty of this country.

ACRES U.S.A. How do you handle the matter of non-real property seizure?

LANDI. We told the banks that my federal land patent granted land only, and that is all I am claiming is land! If they have a lien against something on my land, then please get it off, but don't trespass in the process--not on my land. I have offered banks to take their buildings away, board by board, just let me know, otherwise, they will be trespassing! Farm equipment cannot be seized on federally patented land without trespassing. They must have a court order! And if someone is not defending in court against a court order on grounds of jurisdiction and statute of limitations, someone needs help, but not from a lawyer, unless the lawyer is totally dedicated. Let me tell you about a case up in Oregon. This is heresay on my part, but I can report what I learned from sources I believe to be sound. A landowner up in Oregon was foreclosed on by the bank. The court wouldn't listen to his arguments. So a federal land patent was laid on that property. By that time the bank had foreclosed. The sheriff sale had been held. Now he went back into court and he said, *That sale is illegal. The state had no jurisdiction over the federal land patent*, and the court said, *Oh really? Where's your proof? How do I know this land patent that you're talking about did not come under my jurisdiction? How do I know it is correct?* The landowner said, *Well, it's certified. I will bring a witness out from the Bureau of Land Management and he will testify and witness that this in an exact duplicate of the original document which is admissible as evidence in the state court*. And that is precisely what they did. They brought in the Chief of Records as a witness to testify that the document was true, and certified, and was absolutely correct. It could not be changed under any circumstances by any court.

ACRES U.S.A. So, what happened?

LANDI. The judge dismissed the case and said, *You are absolutely right. You own the land. You have perfect title to it. You traced it to its original source. You own the land*.

ACRES U.S.A. But in the mean time they have carted a farmer's cattle, as they did in Illinois.

LANDI. He has to bring suit for trespass.

ACRES U.S.A. OK, now where does he bring this suit?

LANDI. He brings it right to state court. This is what happened, the landowner sued the bank for trespassing. He Won. You see, this man could sue the bank. He could sue the judge for involving himself in a case which he did not have jurisdiction.

ACRES U.S.A. For now, what do we do? Step by step.

LANDI. What you do is build a sandwich. You've got your federal land patent on the bottom. You get that certified at the Bureau of Land Management. You have to ask for it. The bureau of Land Management, I believe, will charge a dollar or so to certify. If you don't want it, they won't do it, and you don't pay. It's part of their service. It must be certified. That's the first layer of the sandwich. That makes it admissible evidence in the state court.

ACRES U.S.A. What's the next layer?

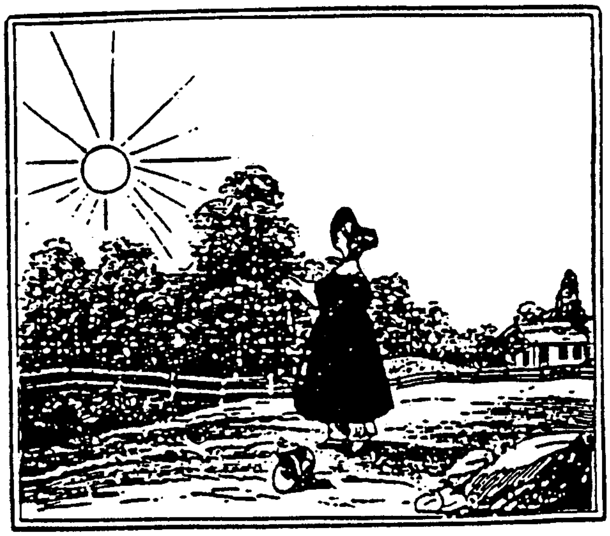
LANDI. The next piece of paper is your declaration. Number three--the top page will be your ordinary deed, whatever it is you call it in your state. You can grant it to yourself. It could almost be a simple thing such as a will. Those are the three pieces of paper. Now you waltz up to the courthouse, you say, *I want this stuff a matter of record and I want to know where you record this.* And they give you the reference of where they recorded it. I always take an extra copy to the recorder and say, *Would you endorse a copy for me?* And of course, they will send the original back to you with a book and a page number on it.

ACRES U.S.A. Do all of these pieces of paper have to be certified?

LANDI. No. Just the federal land patent. If you have a certified document that proports to be a last or destroyed piece of paper, and someone certifies it as true and correct copy, this is admissible as evidence in a court.

ACRES U.S.A. Thousands of people are asking for a copy of the land patent covering their acres. But the problem is, it seems to bog down at that point. They get into court and they get clobbered something awful. Either they don't know the procedure or what issue to bring, in what way, at that time, in what court.

LANDI. If you don't know how to go into court, you're in the position of the fellow who goes into farming without knowing a tractor from a disc. The law won't protect you if you don't know how to use it.



FORM LETTER-Bureau of Land Management

United States Department of the Interior
Bureau of Land Management
825 NE Multnomah St., PO Box 2965
Portland, Oregon
503-280-7001

Date: 10-22-93

Dear Sirs:

Please send me:

- **3 CERTIFIED copies** of the original **Land Patent** or Land Grant covering the below described land:

  section: 12 NW Quarter
  township: 24 North
  range: 5 East of Willammet Meridian
  county: King
  state: Washington

- **1 CERTIFIED copy** of the **government survey** associated with the above land patent if you have a record of it.
- **1 non-certified copy** of remaining **letters patent.**

I have enclosed a copy of the King Co Assessor's map of the NW Quarter of Section 12 which shows my specific property circled in color. I have also enclosed a copy of the narrative form of the property descriptions. This map and description may be of assistance in streamlining the search to assure getting a copy of the right Land Patent. If there are any questions at all, please phone me collect at the above #.

Also enclosed is a check not to exceed $30.00 to cover expenses. Just fill in the correct amount. Thank you. If expenses are more, please phone me collect and I will provide the additional funds to cover expenses.

Thank you.

Sincerely,

Enclosure:
- Personal Check not to exceed $30.00.
- Copy of map of NW Quarter Section 12, with my property circled.
- Lawful property descriptions in narrative form and meets and bounds.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT

IN REPLY REFER TO:

STATE OFFICES

ALASKA (907) 271-5960
State Director
Bureau of Land Management
222 W 7th Avenue, No. 13
Anchorage, AK 99513-7599

ARIZONA (602)650-0528
State Director
Bureau of Land Management
3707 North 7th Street
P.O. Box 16563
Phoenix, AZ 85011

CALIFORNIA (916)979-2800
State Director
Bureau of Land Management
Federal Building,
2800 Cottage Way, Room E-2841
Sacramento, CA 95825-1889

COLORADO (303) 239-3700
State Director
Bureau of Land Management
2850 Youngfield St.
Lakewood, CO 80215-7076

IDAHO (208) 384-3192
State Director
Bureau of Land Management
3380 Americana Terrace
Boise, ID 83706-2500

MONTANA (NORTH DAKOTA,
SOUTH DAKOTA, MINNESOTA
(406) 255-2885
Bureau of Land Management
Granite Tower
P.O. Box 36800
Billings, MT 59107-6800

NEVADA (702) 785-6586
State Director
Bureau of Land Management
850 Harvard Way
P O Box 12000
Reno, NV 89250-0006

NEW MEXICO (Kansas, Oklahoma, Texas)
(505) 438-7400
State Director
Bureau of Land Management
1474 Rodeo Road
P O Box 27115
Santa Fe, NM 87502-0115

OREGON (503) 952-6001
State Director
Bureau of Land Management
1515 SW Fifth Street
P O Box 2965
Portland, OR 97208

UTAH (801) 539-4011
State Director
Bureau of Land Management
P O Box 45155
Salt Lake City, UT 84111-2303

WYOMING(Nebraska) (307)775-6256
State Director
Bureau of Land Management
5353 Yellowstone Rd.
P O Box 1828
Cheyenne, WY 82003

EASTERN STATES OFFICE
(703)440-1600
Director
Bureau of Land Management
Eastern States
7450 Boston Boulevard
Springfield, VA 22153

Update insert-March, 1985

Questions and Answers

Q: Why send the Bureau of Land Management $20.?

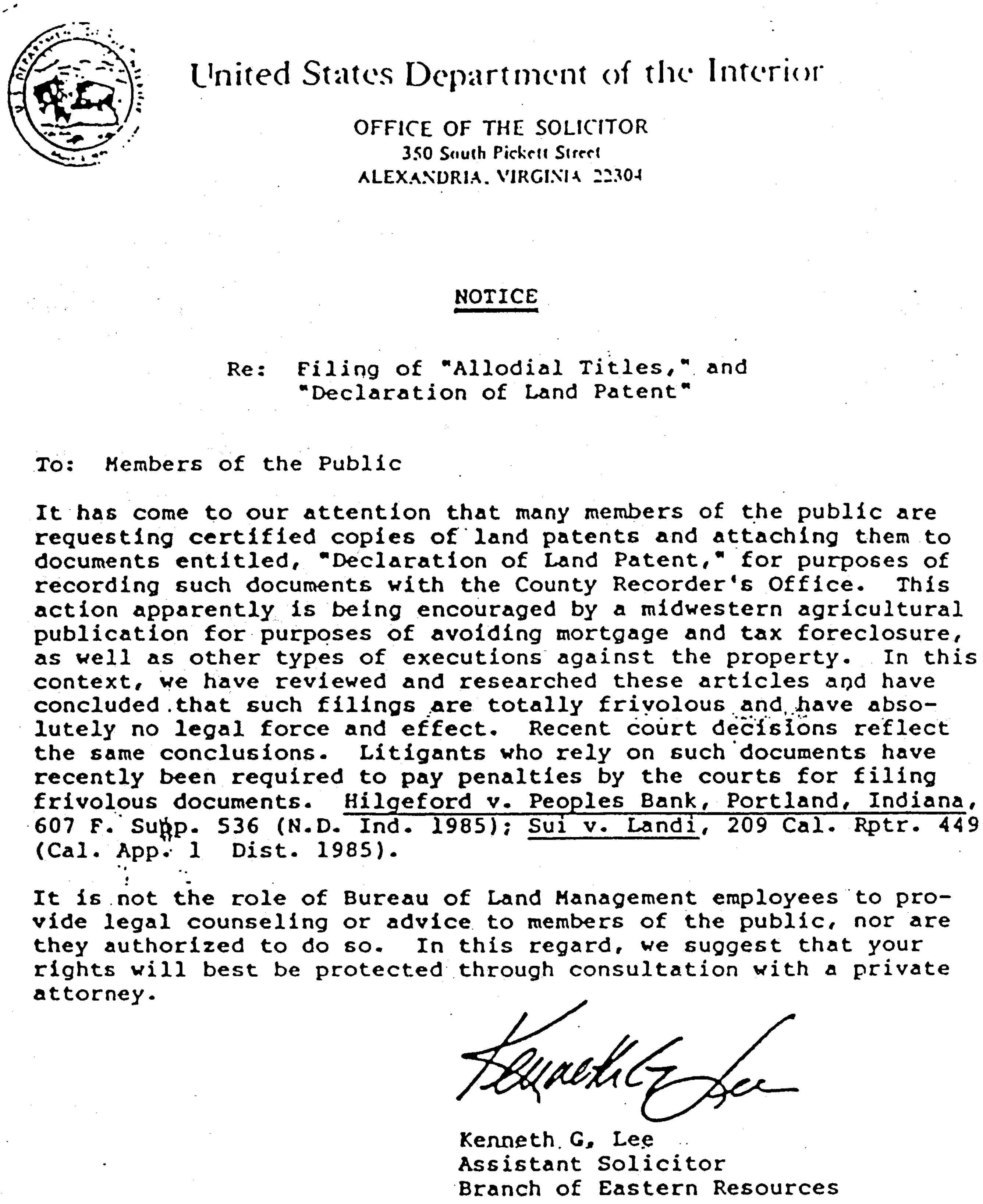
A: This is the approximate cost for most land patents.This includes $4.25 for the patent plus a search fee. A copy of the County Plat Map where you circle the part you want them to find the patent on makes the search job easier. In your letter, be sure to ask for a Certified copy of the Land Patent. You should receive it in 4 to 6 weeks.. (Note: if you need the land patent faster, like in a week or so, contact Luther Bartrug, 2708 Fenholloway Drive, Mechanicsville, VA 23111. Ph # 804-746-1074)

Q: Where can I obtain a brief on Land Patents?

A: Write to Acres USA, Box 9547, Kansas City, MO 64133. Ask for the Land Patent Brief by S J Stewart. Cost is $25.

Q: Is there another way to update a Land Patent in my name other than filing a Declaration of Land Patent?

A: Yes. In some parts of the country, Court clerks are refusing to file Declaration of Land Patents even though they will file a copy of the Land Patent itself. Here is what you do. First, file the Certified copy of the Land Patent by itself. Then fill out a Quit Claim Deed (available from local legal blank companies) and name yourself as the first and the second party in the deed. After filling in the legal description of your property, add the following language in the Quit Claim Deed: "The first party to this deed, (name) grants and deeds to the second party (name), with all rights, privileges and immunities , Land Patent #___________________per the above legal description and updates the Land Patent in the second party(s) name and to his heirs and assigns forever." (Note: a variation of the above when two people own a property is for one to file the land patent and then file a Quit Claim Deed and assign the Land Patent to the second party. Example, a wife filing a Quit Claim Deed to her husband and in it assigning her interest in the Land Patent to her husband. Once this is filed, the Land Patent is updated in her husbands name).



United States Department of the Interior

OFFICE OF THE SOLICITOR
350 South Pickett Street
ALEXANDRIA, VIRGINIA 22304

NOTICE

Re: Filing of "Allodial Titles," and
"Declaration of Land Patent"

To: Members of the Public

It has come to our attention that many members of the public are requesting certified copies of land patents and attaching them to documents entitled, "Declaration of Land Patent," for purposes of recording such documents with the County Recorder's Office. This action apparently is being encouraged by a midwestern agricultural publication for purposes of avoiding mortgage and tax foreclosure, as well as other types of executions against the property. In this context, we have reviewed and researched these articles and have concluded that such filings are totally frivolous and have absolutely no legal force and effect. Recent court decisions reflect the same conclusions. Litigants who rely on such documents have recently been required to pay penalties by the courts for filing frivolous documents. Hilgeford v. Peoples Bank, Portland, Indiana, 607 F. Supp. 536 (N.D. Ind. 1985); Sui v. Landi, 209 Cal. Rptr. 449 (Cal. App. 1 Dist. 1985).

It is not the role of Bureau of Land Management employees to provide legal counseling or advice to members of the public, nor are they authorized to do so. In this regard, we suggest that your rights will best be protected through consultation with a private attorney.

Kenneth G. Lee
Assistant Solicitor
Branch of Eastern Resources

QUITCLAIM DEED-Exhibit A

country of [name of state] state/Republic
[name of county] county

This Document:
1 Total Pages

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c/o [Your Address here]
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QUITCLAIM DEED

QUITCLAIM DEED

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, THAT:

I/We, [Your Name], the undersigned, for a valuable consideration of $25.00 U.S. Silver Dollars, receipt of which is hereby acknowledged, as Heirs or Assignees of **[Name of Previous Owner]**, named as Heirs or Assigns in LAND PATENT#: **[Number of Patent]**, bring this legally described Land as described below out of Equity Status, as prior recorded; and do hereby remise, release and forever quitclaim, all right, title and interest in the below described Land to: **[Your Name]**, in At Law Status, as now recorded in the Great Book;

By right of Ownership, I/We am/are claiming the below described Land by authority of Assigned and Inherent Patent Rights secured at least in Common Law, and so bring said Land into At Law Status,

The land and private property in **[name of county]**, **[name of state]**, is described as:

[Enter the land description being certain to include the proper Section, Township and Range.
This description must match the description on the Declaration of Land Patent.]

This Deed, as a sales instrument, when recorded publically, serves as evidence and Notice to all that may have concern that the above described land and private property is secured and protected under the above named LAND PATENT. All of the relevant certified LAND PATENT documents are in the private possession of **[Your Name]**, and are only viewable by appointment at the address shown above.

Done and dated on the ______ day of _____________, 1999, now, and nunc pro tunc on the date of the underlying Warranty Deed, as a sales instrument and evidence of the grant of land, which date is: **[Date of Warranty Deed]**.

Respectfully,

____

[Your Name], Sovereign state Citizen/Principal, by Special Appearance, proceeding *Sui Juris*

Sworn, subscribed, sealed and affirmed to this __________ day of _______________19____.

Notary Public for [Your Notary State]____
My commission expires ___________________

DECLARATION OF LAND PATENT-Exhibit B

country of [name of state] state/Republic
[name of county] county

This Document:
3 Total Pages

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c/o [Your Address here]
[Your City], [Your state] republic, usA
NON-DOMESTIC

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DECLARATION OF LAND PATENT

DECLARATION OF LAND PATENT

LAND PATENT #: [Number of Patent]

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that I, [Your Name], BEING FIRST DULY SWORN AN OATH, deposes and says:

1. That, **[Your Name]**, does certify and declares that I/We are "Heirs" or "Assigns" in the LAND PATENT named and numbered above; That I/We have brought up said Land Patent in my/our name(s) as it pertains to the land described below. The character of said property so claimed by patent, and legally described and referenced under the Patent Number listed above is:

> *[Enter the land description being certain to include the proper Section, Township and Range. This description must match the description on the Quit Claim Deed.]*

2. That, **[Your Name]**, is domiciled at [address here], [city], [state] republic, usA NON-DOMESTIC. Unless otherwise stated, I have individual knowledge of the matters contained in this Declaration of Land Patent. I am fully competent to testify with respect to these matters.

3. I/We, **[Your Name]**, am/are an Heir or Assign At Law and a bonafide subsequent purchaser by contract, of that certain legally described portion of Land granted under the original, certified LAND PATENT #:**[Number of Patent]**, which is duly authorized to be executed in pursuance of the supremacy of treaty law, citation and constitutional mandate, herein referenced, whereupon a duly authenticated true and correct lawful description, together with all hereditament, tenements, pre-emptive rights appurtenant thereto, the lawful and valuable consideration which is appended hereto, and made a part of this NOTICE OF DECLARATION OF LAND PATENT.

4. No claim is made herein that I/We have been assigned the entire tract of land as described in the original patent. My assignment is inclusive of only the attached lawful description. The filing of this DECLARATION OF LAND PATENT shall not deny or infringe on any right, privilege, or immunity of any other Heir or Assign to any other portion of land covered in the above described patent number.

Declaration of Land Patent
PAGE 1 of 3

5. If this duly certified LAND PATENT is not challenged by a lawfully qualified party having a claim, lien, debt or other equitable interest in a court at law within sixty (60) days from the date of filing and NOTICE, then the above described property shall become the allodial freehold of the Heir or Assign to said Patent, the LAND PATENT shall be considered henceforth perfected in my name, and all future claims against this land shall be forever waived.

6. When a lawfully qualified sovereign American individual has a claim to title and is challenged, the court of competent original and exclusive jurisdiction is the Common law supreme court (Article III). Any action against a Patent by a corporate State or their respective statutory, legislative units (i.e., courts) would be an action At Law which is outside the venue and jurisdiction of these Article I courts. There is no At Law issue contained herein which may be heard in any of the State courts (Article I), nor can any court of Equity/Admiralty/Military set aside, annul, or correct a LAND PATENT.

7. Therefore, said land remains unencumbered, free and clear, and without liens or lawfully attached in any way, and is hereby declared to be private land and private property, not subjected to any commercial forums (e.g., U.C.C.) whatsoever.

8. Additionally, a Common Law courtesy of sixty (60) days is stipulated for any challenges hereto, otherwise, laches or estoppel shall forever bar the same against said ALLODIAL freehold estate; assessment lien theory to the contrary, notwithstanding. Therefore, said declaration, after sixty (60) days from date of recording, if no challenges are brought forth and upheld, perfects ALLODIAL TITLE their names forever.

JURISDICTION

THE RECIPIENT HEREOF IS MANDATED by Article VI, § 2 & 3, the 9th and 10th Amendment with reference to the 7th Amendment, enforced under Article III, §3, Clause 1, of the Constitution for the United States of America.

PERJURY JURAT

Pursuant to Title 28, USC §1746(1) and executed "*without the United States,*" I affirm under penalty of perjury *under the laws of the united states of America* that the foregoing is true and correct, to the best of my belief and informed knowledge. **And Further deponent saith not.** I now affix my signature and official seal to all of the above affirmations **with EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE to any of those rights pursuant to U.C.C. 1-207 and U.C.C. 1-103.6**

Respectfully,

____

[Your Name], Sovereign state Citizen/Principal, by Special Appearance, proceeding *Sui Juris*

Sworn, subscribed, sealed and affirmed to this _________ day of ______________ 19____.

Notary Public for [Your Notary State]____________________________________
My commission expires __________________

Declaration of Land Patent
PAGE 2 of 3

LAND PATENT PACKAGE FOR NOTARIZATION, RECORDING, PUBLIC NOTICE AT COUNTY SHERIFF OR COUNTY OFFICE, OR PUBLICATION IN LEGAL NEWSPAPER

Exhibit A	CERTIFIED COPY OF QUITCLAIM DEED removing land and private property from Equity Status to At Law Status
Exhibit B	DECLARATION OF LAND PATENT as acceptance of assignment with NOTICE OF DECLARATION OF LAND PATENT and MEMORANDUM OF LAW.
Exhibit C	STATEMENT that said real estate contract has been PAID IN FULL or BALANCE DUE ON MORTGAGE CONTRACT on EQUITABLE TITLE.
Exhibit D	CERTIFIED COPIES OF PRIOR QUITCLAIM DEEDS, WARRANTY DEEDS, GRANT DEEDS (NOT TRUST DEEDS) or other sales instruments as evidence of assignment. WARRANTY DEED passes authority to land. Grantor will defend title against all persons whatsoever.
Exhibit E	CERTIFIED COPY OF ABSTRACT OF TITLE from first conveyance until most recent conveyance.
Exhibit F	CERTIFIED COPY OF ORIGINAL LAND PATENT w/lawful description of property in Section, Township and Range format. Also CERTIFIED COPY of the ORIGINAL GOVERNMENT PLAT MAP filed in the Surveyors Office.
Exhibit G	CERTIFICATION OF CITIZENSHIP or EVIDENCE OF QUIET TITLE
Exhibit H	SAMPLE LETTER TO COUNTY TAX ASSESSOR'S OFFICE

Declaration of Land Patent
PAGE 3 of 3

NOTICE OF DECLARATION OF LAND PATENT-Exhibit B

__________ 1st, 199__ **Certified Mail:** ____________________

[Your Name]
c/o [Your Address]
[Your City], [Your state] republic, usA
NON-DOMESTIC

—NOTICE OF DECLARATION OF LAND PATENT—

LAND PATENT HEIR OR ASSIGN'S RIGHTS & IMMUNITIES

TO ALL THOSE TO WHOM THESE PRESENTS SHALL COME, KNOW YE:
Pursuant to the Declaration of Independence(1776), theTreaty of Peace with Great Britain, 8 Stat. 80, known as the Treaty of Paris (1783), the Treaty of Cession, 8 Stat. 200 (April 20, 1803), the Treaty of Ghent, 8 Stat. 218 (Oct. 20, 1818), an Act of Congress (April 24, 1820), the Oregon Treaty, 9 Stat. 869 (June 15, 1846), the Treaty of Guadalupe Hidalgo, 9 Stat. 922 (1848), the Gadsden Purchase, 10 Stat. 1031 (Dec. 30, 1853), the Homestead Act (1862), an Act of Congress (1851) et seq (March 3, 1891) and 43 USC §§ 15, 57, 59 and 83; the recipient hereof is mandated by Article VI, § 1, 2 and 3; Article IV § 1, 2, Clause 1, § 3 Clause 1 and 2, and § 4; the 4th, 7th, 9th and 10th Amendments of the Constitution for the united states of America (1791); to acknowledge HEIR or ASSIGN'S DECLARATION OF LAND PATENT & NOTICE OF PRE-EMPTIVE RIGHT FOR-EVER, prosecuted by authority of Article III, § 2, Clause 1 and 2, and enforced by the original and exclusive jurisdiction thereunder the Common law of the land. LAND PATENTS are *res judicata*, and have never been refuted by the United States Supreme Court, in their At Law capacity.

Be it known, remembered and acknowledged this day, and for all time, the **[Your state] republic** (except for Texas) had assigned and conveyed all the unappropriated land rights and interests, including all prior Land Patents, by virtue of the act of statehood to the federal United States government to be granted in turn to the people. All lands formerly held by the state under the Articles of Confederation, were approved by the U.S. Congress on **[Date and Ratification of Statehood]** [e.g., February 14, 1859 and accepted by the people thru the Acceptance of Ratification of Statehood, approved June 3, 1859.]

Such LAND PATENTS, as evidence of full payment in the land, the first conveyance of title and the only evidence of ALLODIAL TITLE, held by sovereign American Citizens in the united states of America doth grant, assign and convey all rights and title to the land forever, without encumberance of the tax seal of the **[Your state]** republic, hereby executed by the removal of fraud perpetuated on the **[Your state] republic** by the first signature grantors for the corporate STATE OF **[Your state]**, their Agents and their Principles. ALLODIAL TITLE is bestowed by law upon the land with unalienability forever. There are, and can be no liens, attachments or encumbrances upon the land held in ALLODIUM.

All such subsequent and inferior codes and statutes, including but not limited to the classification of land and property as residential and commerical as recorded in the Deeds of Records for tax purposes, as Deeded Trust properties of the County and State on behalf of the federal United States goverment, their Agents and their Principles, are hereby removed by virtue of necessity for the act of removal of all fraud enjoined by subsequent acts of the State and federal legislatures, where all rights and title to private property are guaranteed by the organic Constitution for the united states of America (1791).

Notice of Declaration of Land Patent
PAGE 1 of 2

Admittedly, County, State or federal United States government corporations hold NO covenants, abide by NO oath of office and offer NO guarantees to the Heirs and Assigns to this LAND PATENT that any or all fictitious and unlawful liens granted by the 14th Amendment of the U.S. Constitution (1868) over U.S. citizens, legislated by the bankruptcy Act of Congress in HJR 192, June 5, 1933, and unrevealed by all Title Insurance Companies who refuse to insure against a LAND PATENT, that such unlawful liens, attachments or encumbrances shall not be unlawfully executed upon this Citizen or any ALLODIAL land or properities held by guaranteed right and title. If this be the case, persons and corporations beware. This Heir or Assign to this LAND PATENT will NOT under any circumstances abandon rights and title to their land.

NOTICE OF PRE-EMPTIVE RIGHT

This document is instructed to be attached to all Deeds executed by persons or private corporations, and/or conveyances in the name(s) below shown in the required recording of this document, *Nunc Pro Tunc* (i.e., as it should have been done in the beginning), by order of mandate of the supreme law of the united states of America, as mandated by American case law cited hereinafter in the Memorandum of Law on Land Patents.

Respectfully,

____

[Your Name], Sovereign state Citizen/Principal, by Special Appearance, proceeding *Sui Juris*

Sworn, subscribed, sealed and affirmed to this __________ day of _______________19____.

Notary Public for [Your Notary State]____
My commission expires ____________________

Notice of Declaration of Land Patent
PAGE 2 of 2

MEMORANDUM OF LAW ON LAND PATENT-Exhibit B

__________ 1st, 199__ Certified Mail: ____________________

[Your Name]
c/o [Your Address]
[Your City], [Your state] republic, usA
NON-DOMESTIC

—MEMORANDUM OF LAW ON LAND PATENT—

NOTICE & EFFECT OF LAND PATENT
LEGAL TITLE AND TRANSFER
LIMITATIONS & CHALLENGES
CONCLUSIVE EVIDENCE
ONLY WAY TO PERFECT TITLE
TRANSFER BY PATENTEE
IMMUNITY FROM COLLATERAL ATTACK

1) NOTICE AND EFFECT OF LAND PATENT

A Patent alone passes paramount legal title to Grantee, and his heirs or Assigns forever.
—Wilcox vs. Jackson, 13 PET (US) 498, 10 L.Ed 264; U.S. vs. Stone 2 US 525, 17 L. Ed 765;

A grant of land is a public law standing on the statute books of the state, and is notice to every subsequent purchaser under the conflicting sale made afterward.
—Wineman vs. Gastrell, 54 FED, 819, 4 CCA 596, 2 US App 581;

Whereas the federal United States has parted with title by Patent legally issued, and surveys legally made by itself, approved by the proper department, Title so granted cannot be impaired by any subsequent survey made by the state government for its own purpose.*—Cage vs. Danks, 13 LA. Ann 128 stare decisis (to adhere to decided cases); Summa Corp. vs. California ex rel, State Land Commission & City of Los Angeles 104 US 1754 (April 17th, 1984) Yeakle, Torrens system 209;*

2) LEGAL TITLE AND TRANSFER

The existing system of land transfer is a long and tedious process involving the observance of many formalities and technicalities, a failure to observe any one of which may defeat title, even where these have been most carefully complied with, and where the title has been traced to its source, the purchaser must perform the formalities, but at his peril, there always being, in spite of the utmost care and expenditure, the possibility that his title may turn out bad.*—Yeakle, Torrence System 209.*

Legal titles cannot be conveyed except in the form provided by law.
—McGarrahan vs. Mining Co. 96 U.S. 316 (1877)

Legal title to property is contingent upon the patent issuing from the government.
—Sabo vs. Horvath, 559 P. 2d 1038, 1040 (Aka. 1976)

3) LIMITATIONS ON CHALLENGES

Subsequent purchaser's final certificate/receipt acknowledging payment in full by Homesteader/Pre-emptor is not in legal effect a conveyance of land. —*U.S. vs. Steenerson 50 Fed 504, 1 CCA 552, 4 US App 332;*

Deeds purporting to convey ownership of land are actually a color of title, which is in appearance a title, but which in reality is NOT title. (e.g., warranty deeds, quit claim deed, sheriffs deed, trustee's deed, judicial deed, tax deed)—Wright vs. Mattison, 18 How. (US) 50 (1855)

There is a legal distinction between a debt discharged and one extinguished at-Law.
—*Stanek vs. White 172 Minn 390, 215 N.W.R. 781, 784*

4) CONCLUSIVE EVIDENCE

A Land Patent is a conclusive evidence that the Patentee has complied with the acts of [the U.S.] Congress (e.g. Homestead Act of 1862) as concerns improvements on the land, etc.—*Jankins vs. Gibson, 3 LA Ann 203;*

The [Land] Patent is prima facie evidence of the title. —*Marsh vs. Brooks, 49 U.S. 223, 233 (1850)*

Issuance of a government patent granting title to land is the most accredited type of conveyance known to our law.—*United States vs. Creek Nation, 295 U.S. 103,111 (1935); United States vs. Cherokee Nation, 474 F.2d 628,634 (1973);*

A [Land] Patent once issued, is the highest evidence of title, and is a final determination of the existence of all facts.—*Walton v.s United States, 415 F.2d 121, 123 (10th Cir. 1969)*

A Patent Certificate, Patent issued, or confirmation made to an original Grantee or his legal representative embraces representative of the Grantee unto the Assign by contract as well as in law—*Hogan vs. Page 69 US 605, 17 L. Ed 854;*

Whereever the issue is who has paramount legal Title, Patent issued by the federal United States is unassailable.
—*Sanford vs. Sanford 139 US 642, 35 L.Ed 290; Johnson vs Christen 128 US 374, 32 L. Ed 412;*
Doe vs. Aiken 31 Fed 393;

In Federal courts the Patent is held to be the foundation of title at law. —*Fenn vs. Holmes, 21 Howard 481.*

As an Assign, whether or not the first, second, third, or however many party to whom the title is conveyed shall lose none of the original rights, privileges or immunities of the original grantee of Patent. Patents and other evidences of title from the United States are not controlled by state recording laws and shall be effective, as against subsequent purchasers, only from the time of their record in the county.
—*Lomax vs. Pickering 173 US 26, 43 L. Ed 601;*

No state shall impair the obligation of contracts.—*Article 1, § 10, Clause 1, U.S. Constitution*

Land duly conveyed by Patent is not taxable by the state. —*Lomax vs. Pickering 173 US 26, 43 L. Ed 601;*

After the American Revolution, lands became allodial, subject to no tenure, nor to any services incident thereto. Land held in allodium is defined as man's own land, which he/she possesses in his/her own rights without owing any rent or service ro any superior.—*Wendell vs. Crandall, 1 NY 491 (1848)*

Memorandum of Law on Land Patent
PAGE 2 of 3

5) ONLY WAY TO PERFECT TITLE

This Declaration of Land Patent is the only way a perfect Title can be had in my name.
—Wilcox vs. Jackson, 13 Pet (US) 498, 10 L. Ed 264;

All questions of fact decided by the General Land Office are binding everywhere, and injunctions and mandamus proceedings will not lie against it.*—Litchfield vs. The Register, 9 Wall (US) 575, 19 L. Ed. 681; Ware vs. Hylton, 3 Dall (US) 199, Summa Corp.*

Duly certified copies of federal land patents shall be evidence in all cases where originals would be evidence.
—43 USC 59, 57 (covers Oregon and California), 58 (covers Louisiana)

All the courts in the United States must take judicial notice of these duly certified federal patents and their evidentiary effect under these federal statutes.*—43 USC 83*

6) TRANSFER BY PATENTEE

Title and rights of bona fide purchaser from patentee...will be protected.
—United States vs. Debell, (1915) 227 Fed 760; United States vs. Beaman (1917), CA 8 Colo, 242F 876: State vs. Hewitt Land Co., (1913) 74 Wash 573, 134 Pet 474 from 43 USCS § 15, n 44.

Congress restricted alienation (to convey, to transfer) of homestead lands after conveyance by United States in fee, simply by providing no such lands shall become liable to satisfaction of debts contracted prior to issuance of Patent. *—Article 4, § 3, Clause 2, U.S. Constitution; Ruddy vs. Rossi 248 US 104 (1918);*

7) IMMUNITY FROM COLLATERAL ATTACK

A Patent issued by the United States of America so vests the title in the lands covered thereby, that it is the further general rule that, such Patents are not open to collateral attacks. *—Thomas vs. Union Pacific Railroad Company, 139 F.Supp. 588, 596 (1956); State vs. Crawford, 475 P.2d 515 (Ariz. App. 1970); Raestle vs. Whitson, 582 P.2d 170, 172 (1978);*

Any bank or lending institution laying claim to the land by the lien theory, must have contested the federal land patent within the two years after the Act of March 3, 1891, supra, or forever be barred. Lien assessment theory to the contrary, notwithstanding.*—United States vs. Schurz 102 US 378, ;Summa Corp., supra*

A mortgage is only a lien, not a vested interest in the leasehold. Even after a default on a mortgage, a mortgagee only has an equitable lien. *—United States vs. Champaign County, F.Supp 474, 480 (1958);*

A court of law will not uphold or enforce an equitable title to land as a defense to an action of ejectment.
—Johnson vs. Christian, 128 US 374; Doe vs. Aiken, 31 Fed 393

____

[Your Name], Sovereign state Citizen/Principal, by Special Appearance, proceeding *Sui Juris*

Sworn, subscribed, sealed and affirmed to this _________ day of _______________ 19____.

Notary Public for [Your Notary State]____________________________________
My commission expires ____________________

Memorandum of Law on Land Patent
PAGE 3 of 3

STATEMENT OF REAL ESTATE CONTRACT-Exhibit C

SEAFIRST

Contract Collections Department

DATE: August 4, 1992

RE: Account # [redacted]

Statement of Payment in Full of Latest Real Estate Contract

Dear Payors:

Your account has been paid in full. Congratulations! For tax reporting purposes and for your records, we have enclosed a current payment history of the account.

Our file contains the following original documents:

☒ REAL ESTATE CONTRACT and STATUTORY WARRANTY DEED
The Statutory Warranty Deed must be recorded to transfer title from the seller's name. Please contact the courthouse in the county where the property is located for recording instructions.

☐ 1% EXCISE TAX FORM
This document must be presented at time of recording with release document.

☐ UCC-1, or 2 and 3

☐ All original documents were held by the seller. Please contact the seller for release of those documents.

☒ Purchaser's Assignment.

All original documents contained in our file are enclosed. Please contact the seller if additional documentation is needed.

We at Seafirst value your banking relationship and strive to provide excellent service to our customers. We hope this transaction was completed to your satisfaction and that you will call on us to service your future escrow/contract collection needs.

Sincerely,

Kim Yustaf

Contract Collections
Customer Service
(206) 358-3642
1-800-243-4460, Washington State Toll Free

SEAFIRST CONTRACT COLLECTIONS
800 5TH AVE. PLAZA BLDG. FL 19
SEATTLE WA 98104

FOR ACCOUNT INFORMATION:
CALL (206) 358-3642

Said Real Estate Contract has been Paid-in-full

[redacted]

08/04/92
RENT HISTORY

SEAFIRST BANK
CONTRACT COLLECTIONS

PAGE 0001
CCMANT

OUNT NO.
117610047

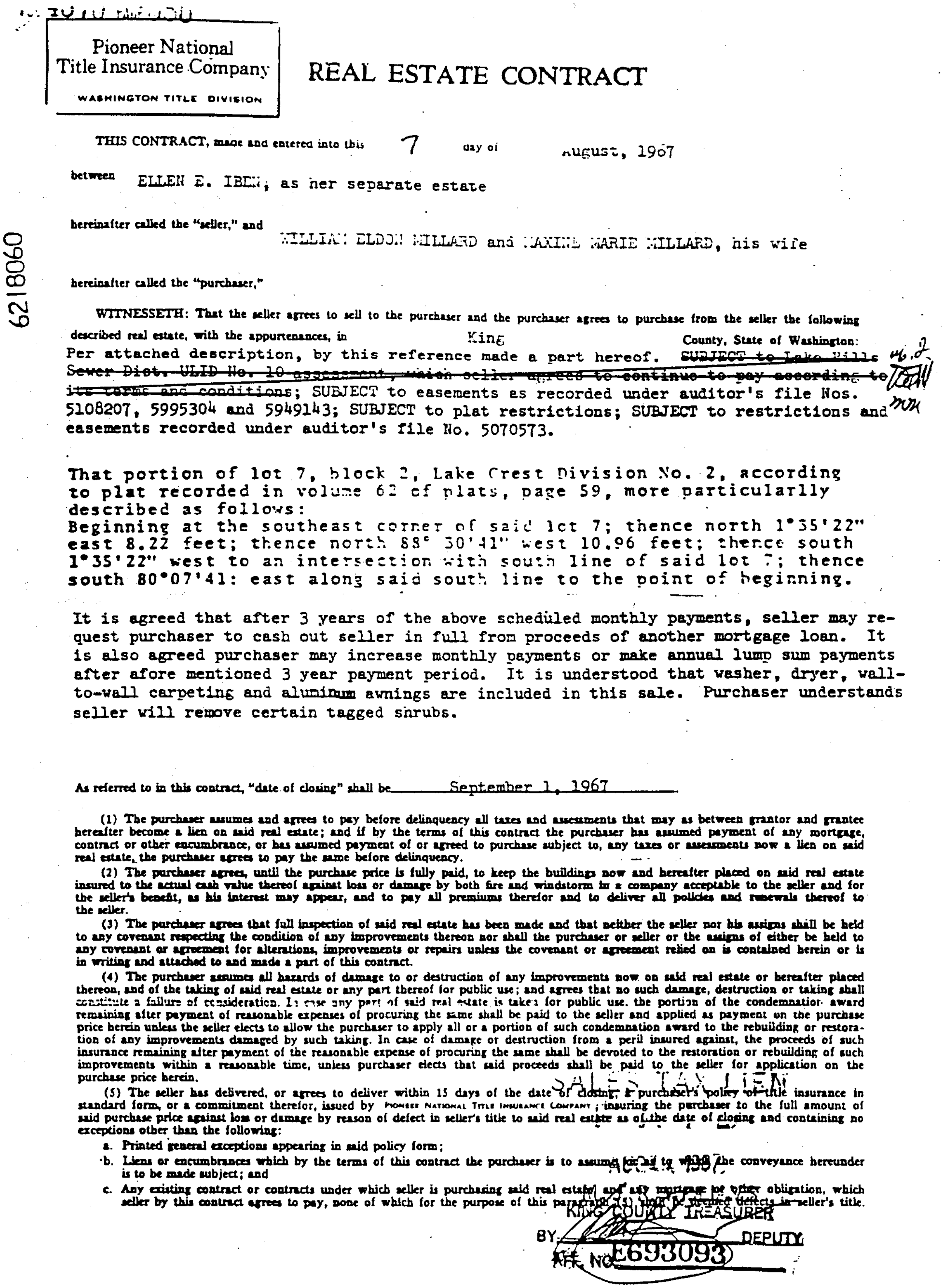
PAYOR
[redacted]

RECIPIENT
[redacted]

[redacted]

E	PAYMENT	DESCRIPTION	RATE	INTEREST	PAID TO	PRINCIPAL	BALANCE
		BALANCE FORWARD					1,033.15
1/92	163.20	REGULAR PAY	7.5000	6.46	02/02/92	156.74	876.41
/92	163.20	REGULAR PAY	7.5000	5.48	03/02/92	157.72	718.69
30/92	163.20	REGULAR PAY	7.5000	4.49	04/02/92	158.71	559.98
1/92	163.20	REGULAR PAY	7.5000	3.50	05/02/92	159.70	400.28
/92	163.20	REGULAR PAY	7.5000	2.50	06/02/92	160.70	239.58
/92	163.20	REGULAR PAY	7.5000	1.50	07/02/92	161.70	77.88
16/92	78.12	MANUAL ENTRY		0.22	07/16/92	77.90	0.02
/92		OVERPAYMENT				0.02-	0.00
/92	31.50	PRINCIPAL PAY	7.5000		07/16/92	31.50	31.50-
/92		SELLERS FEE				31.50-	0.00
	1,088.80	TOTAL		24.15	7/16/92	1,033.15	0.00
		TOTAL LATE CHARGES OWED			0.00		

LEASE RETAIN THIS STATEMENT FOR YOUR TAX RECORDS.



6218060

Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 7 day of August, 1967

between ELLEN E. IBEN, as her separate estate

hereinafter called the "seller," and WILLIAM ELDON MILLARD and MAXINE MARIE MILLARD, his wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in King County, State of Washington:
Per attached description, by this reference made a part hereof. ~~SUBJECT to Lake Hills Sewer Dist. ULID No. 10 assessment, which seller agrees to continue to pay according to its terms and conditions~~; SUBJECT to easements as recorded under auditor's file Nos. 5108207, 5995304 and 5949143; SUBJECT to plat restrictions; SUBJECT to restrictions and easements recorded under auditor's file No. 5070573.

That portion of lot 7, block 2, Lake Crest Division No. 2, according to plat recorded in volume 62 of plats, page 59, more particularlly described as follows:
Beginning at the southeast corner of said lot 7; thence north 1°35'22" east 8.22 feet; thence north 88° 30'41" west 10.96 feet; thence south 1°35'22" west to an intersection with south line of said lot 7; thence south 80°07'41: east along said south line to the point of beginning.

It is agreed that after 3 years of the above scheduled monthly payments, seller may request purchaser to cash out seller in full from proceeds of another mortgage loan. It is also agreed purchaser may increase monthly payments or make annual lump sum payments after afore mentioned 3 year payment period. It is understood that washer, dryer, wall-to-wall carpeting and aluminum awnings are included in this sale. Purchaser understands seller will remove certain tagged shrubs.

As referred to in this contract, "date of closing" shall be September 1, 1967

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

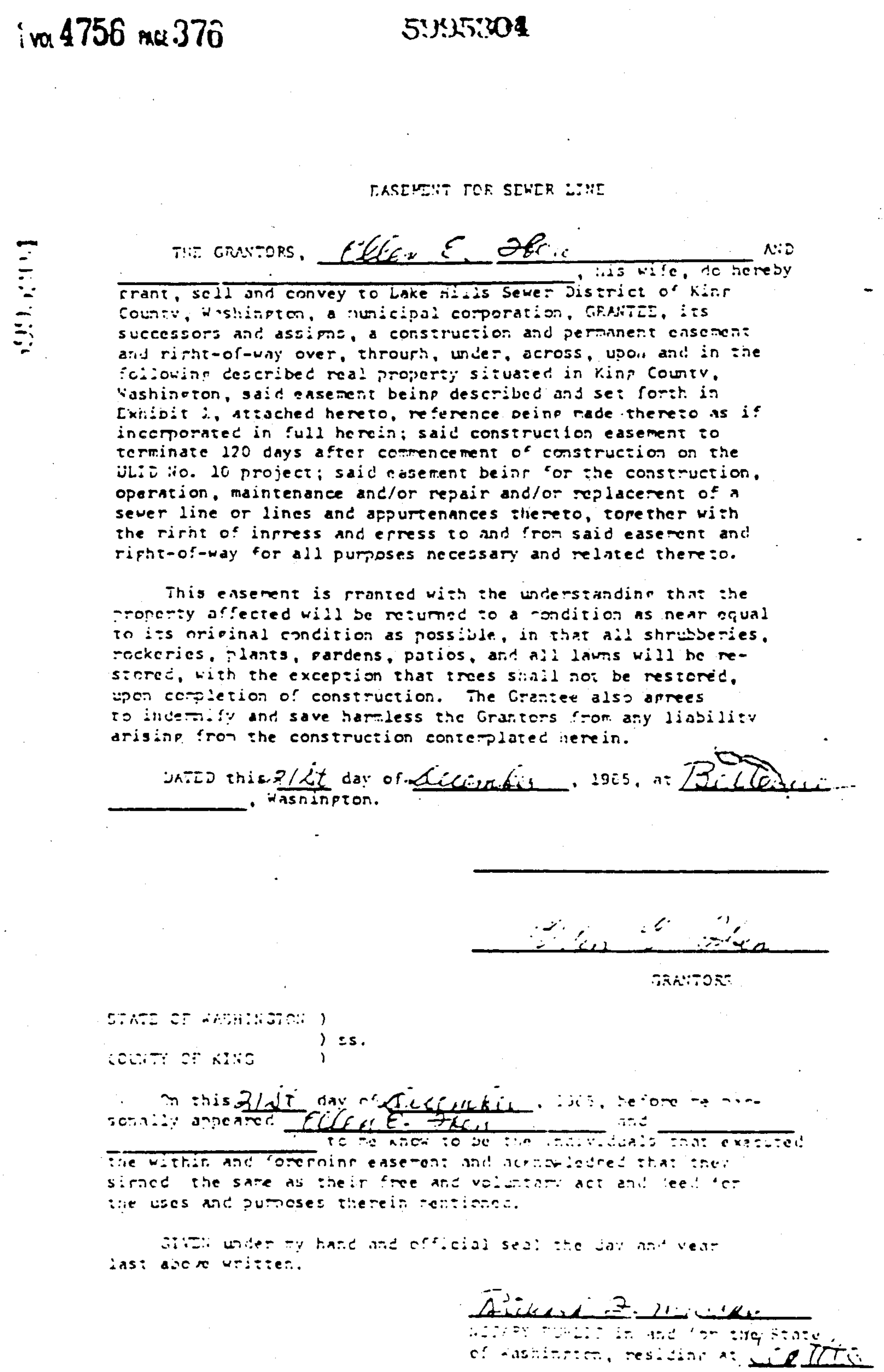
(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by PIONEER NATIONAL TITLE INSURANCE COMPANY, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

SALES TAX LIEN
AUG 14 1967
KING COUNTY TREASURER
BY ______ DEPUTY
AFF. NO E693093



VOL 4756 PAGE 376 5995304

EASEMENT FOR SEWER LINE

THE GRANTORS, Ellen E. [illegible] AND ____________, his wife, do hereby grant, sell and convey to Lake Hills Sewer District of King County, Washington, a municipal corporation, GRANTEE, its successors and assigns, a construction and permanent easement and right-of-way over, through, under, across, upon and in the following described real property situated in King County, Washington, said easement being described and set forth in Exhibit 1, attached hereto, reference being made thereto as if incorporated in full herein; said construction easement to terminate 120 days after commencement of construction on the ULID No. 10 project; said easement being for the construction, operation, maintenance and/or repair and/or replacement of a sewer line or lines and appurtenances thereto, together with the right of ingress and egress to and from said easement and right-of-way for all purposes necessary and related thereto.

This easement is granted with the understanding that the property affected will be returned to a condition as near equal to its original condition as possible, in that all shrubberies, rockeries, plants, gardens, patios, and all lawns will be restored, with the exception that trees shall not be restored, upon completion of construction. The Grantee also agrees to indemnify and save harmless the Grantors from any liability arising from the construction contemplated herein.

DATED this 21st day of December, 1965, at Bellevue ____________, Washington.

____

____

GRANTORS

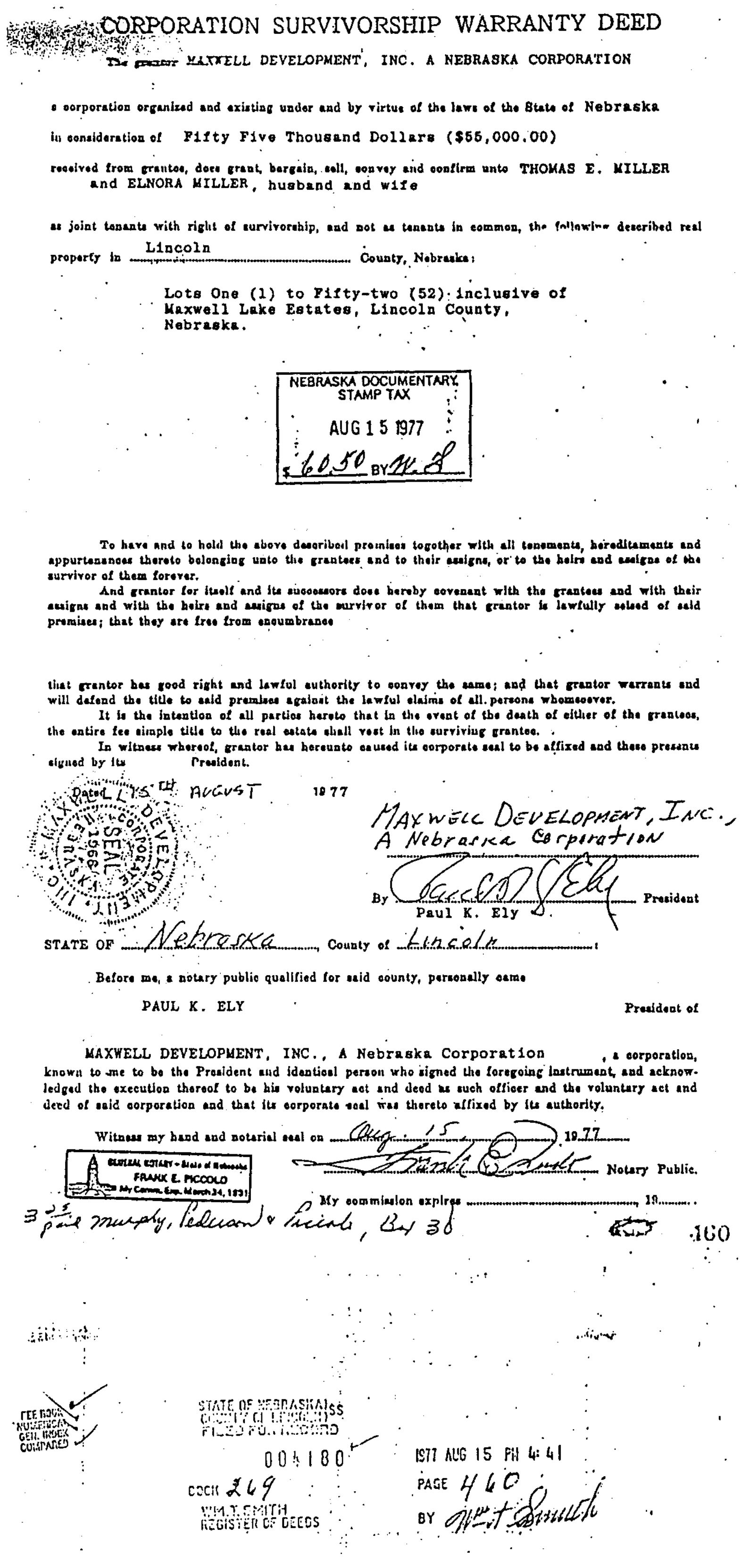
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 21st day of December, 1965, before me personally appeared Ellen E. [illegible] and ____________ ____________ to me known to be the individuals that executed the within and foregoing easement and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

____
NOTARY PUBLIC in and for the State of Washington, residing at Seattle

WARRANTY DEED-Exhibit D



CORPORATION SURVIVORSHIP WARRANTY DEED

The grantor MAXWELL DEVELOPMENT, INC. A NEBRASKA CORPORATION

a corporation organized and existing under and by virtue of the laws of the State of Nebraska

in consideration of Fifty Five Thousand Dollars ($55,000.00)

received from grantee, does grant, bargain, sell, convey and confirm unto THOMAS E. MILLER and ELNORA MILLER, husband and wife

as joint tenants with right of survivorship, and not as tenants in common, the following described real property in Lincoln County, Nebraska:

Lots One (1) to Fifty-two (52) inclusive of Maxwell Lake Estates, Lincoln County, Nebraska.

NEBRASKA DOCUMENTARY STAMP TAX
AUG 15 1977
$ 60.50 BY W.S.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

And grantor for itself and its successors does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seised of said premises; that they are free from encumbrance

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents signed by its President.

Dated 15th AUGUST 1977

MAXWELL DEVELOPMENT, INC., A Nebraska Corporation

By Paul K. Ely President
Paul K. Ely

STATE OF Nebraska, County of Lincoln:

Before me, a notary public qualified for said county, personally came

PAUL K. ELY President of

MAXWELL DEVELOPMENT, INC., A Nebraska Corporation, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on Aug. 15, 1977

Frank E. Piccolo Notary Public.

GENERAL NOTARY - State of Nebraska
FRANK E. PICCOLO
My Comm. Exp. March 24, 1981

My commission expires ...., 19........

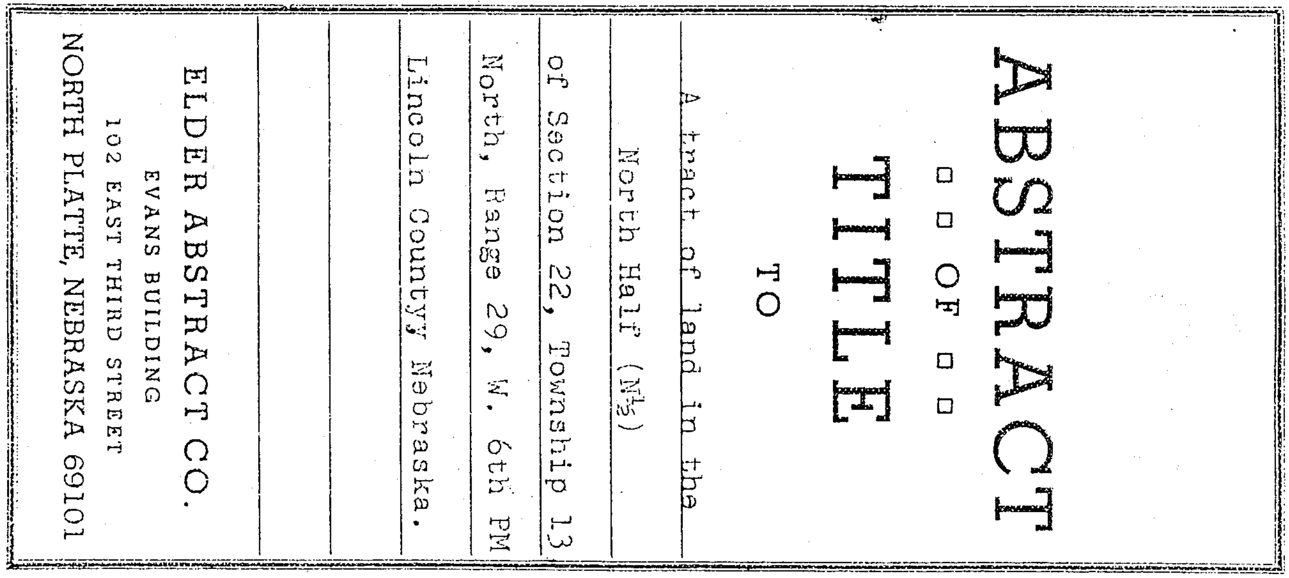
3 25 paid Murphy, Pederson & Lucindo, Box 30

160

FEE BOOK
NUMERICAL
GEN. INDEX
COMPARED

STATE OF NEBRASKA } SS
COUNTY OF LINCOLN
FILED FOR RECORD
004180
1977 AUG 15 PM 4:41
BOOK 269 PAGE 460
WM. T. SMITH
REGISTER OF DEEDS
BY Wm T Smith

ABSTRACT OF TITLE-Exhibit E



ABSTRACT
□ □ OF □ □
TITLE
TO

A tract of land in the
North Half (N½)
of Section 22, Township 13
North, Range 29, W. 6th PM
Lincoln County, Nebraska.

ELDER ABSTRACT CO.
EVANS BUILDING
102 EAST THIRD STREET
NORTH PLATTE, NEBRASKA 69101

THE C. F. HOECKEL CO., DENVER

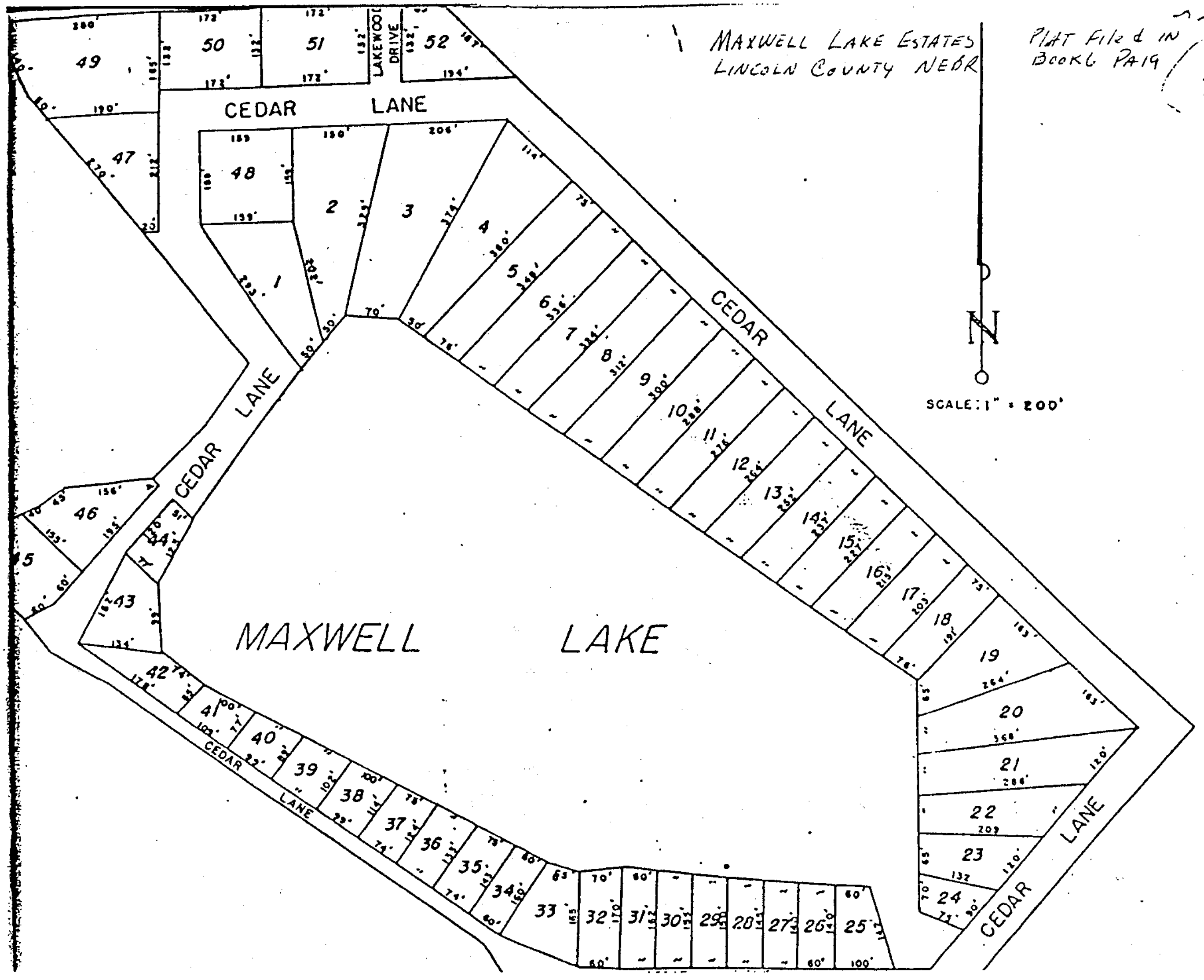
A-B-S-T-R-A-C-T O-F T-I-T-L-E

to

Lots 1 to 52 inclusive of Maxwell Lake Estates,

Lincoln County,

Nebraska.


MAXWELL LAKE
CEDAR LANE
CEDAR LANE
CEDAR LANE
CEDAR LANE
LAKEWOOD DRIVE
N
SCALE: 1" = 200'
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MAXWELL LAKE ESTATES
LINCOLN COUNTY NEBR

PLAT Filed IN
BOOK 6 PA 19

8.5 acre
14.9 ac

Ex. "15"

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County of

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accretion is
The a
Page 2 of

--- (1) ---

Grantor: Henry Appleford
to
Grantee: The Public

Book 1 Page 61
Notice of Taking of Water
Date Feb. 28, ---
Filed Mar. 1, 1895
Witness One

See copy attached. Ex. 1.

--- (2) ---

Grantor: Gaslin Irrigation District
to
Grantee: The Public

Book B Page 627
Certificate of Formation
Date July 15, 1895
Filed July 15, 1895

Formation of Irrigation District including part of Section 22, Township 13, Range 29, Lincoln County, Nebraska, and other land.

See copy of Order of Court dissolving above Irrigation district attached. Ex. 2.

--- (3) ---

Grantor: United States (SEAL)
William McKinley, President
F.M.McKean, Secretary
to
Grantee: Henry M. Appleford

Book 3 Page 179
Patent
Timber Culture
Date July 26, 1899
Filed Apr. 18, 1903

Patent covering Northeast Quarter of Northeast Quarter and Lots 1, 2 and 3 of Section 22, Township 13, Range 29, Lincoln County, Nebraska, containing 135.30 acres.

37. Corporation Survivorship Warranty Deed

Maxwell Development, Inc., a Nebraska corporation	Dated: 8/15/77 Ackn: 8/15/77 Filed: 8/15/77 4:41 p.m. Book 269 Page 460 Consideration: $55,000.00
TO	
Thomas E. Miller and Elnora Miller, husband and wife, as joint tenants	

Officer: Frank E. Piccolo, notary public with seal, Lincoln County, Nebraska, commission expires March 24, 1981.

Conveys: Lots One (1) to Fifty-two (52), inclusive, of Maxwell Lake Estates, Lincoln County, Nebraska.

38. Certificate of Revival or Renewal

Allen J. Beerman, Secretary of State for the State of Nebraska with State seal attached	Dated: 6/28/77 Filed: 8/16/77 9:26 a.m. Book 269 Page 464
Maxwell Development, Inc., a Nebraska corporation	

See attached Exhibit "17".

Filed Sept. 8, 1970 in Book 6 page 19 of plats.

MAXWELL LAKE ESTATES
LINCOLN COUNTY, NEBRASKA

State of Nebraska)
County of Lincoln) SS

Maxwell Lake Estates, as it appears in the foregoing plat and as described in the accompanying certificate is created with the free consent and in accordance with the desires of the undersigned, who is the sole owner and proprietor of the land included therein. Said owner hereby dedicates the streets to public use and benefit.

The Real estate as platted herein shall hereafter be known as "Maxwell Lake Estates" and shall hereafter be referred to by that name.

The said owner hereby requires that the following protective covenants be and the same are hereby accepted and approved as follows:

1. No building or structure shall be erected or placed on said premises other than a single family home, and attached garage and boathouse, with the exception that Lot Fifty-Two may be used and utilized for commercial purposes.

2. All buildings to be erected on said lots shall be constructed of new materials or if old materials are used, they shall be so covered or painted as to give a new appearance; house trailers may be placed upon said lots providing only that they are permanently affixed to the real estate and are properly painted and decorated so as to show them to be an established permanent residential home.

3. All septic tanks and systems shall be located at the rear of each lot and shall not be permitted to drain in the Lake.

4. No noxious or affensive trade or activity shall be carried on upon said premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; including gatherings of unusual size or those making excessive noise.

5. No nuisance, advertising sign, billboard or other advertising devise is to be permitted erected placed or suffer to remain on said lot and said premises shall not be used in anyway for any purpose which may endanger the health or unreasonably disturb the quiet of any other lot owners in the addition.

6. No animals, livestock or poultry of any kind shall be raised bred or kept on said lot except dogs and cats or other household pets which may be kept providing that they are not kept, bred or maintained for commercial purpose.

7. No pumps shall be installed for the purpose of pumping water out of the established Lake.

8. The owner will permit no pool or puddle of stagnate water which may or might tend to breed or attack mosquitoes or other insects, to remain on the lot and they will abate the same.

9. Any lot which fronts on the Lake shall cause the owner thereof to be responsible for maintaining the shoreline and beach abutting the premise in a clean and sanitary condition free from debris logs or rubbien blown or washed in on the shoreline or beach and shall remove the same at his expense.

10. All garbage shall be placed in sanitary containers and shall be removed before becoming a nusance or offensive to the neighborhood at the expense of the owner. No open fires shall be permitted, however

Ex "16"

rubbish may be burned in a proper and suitable container which will prevent the blowing of the sparks and fire from the same.

11. These protective covenaces shall be and remain in force for a period of ten (10) years and for each successive 10 year period thereafter, unless repealed or modified by the owners of a majority of the lots in the addition, however, unanimous consent of all owners may permit the amending or repeal of these restrictive covenants at anytime.

12. The violation of any of these covenants may be restrained by proper court action and in the event any court action holds that any covenants herein attained is ineffective or illegal, the remaining covenants shall remain in full force and effect.

13. All covenants contained herein shall be considered as running with the land.

Paul K. Ely, President
Delma J. Ely, Secy.
(Seal) Maxwell Development, Inc.

State of Nebraska)
County of Lincoln) SS

This is to certify that during the month of March 1969, a survey was made of the Maxwell Lake Estates, Lincoln County, Nebraska and the plat shown hereon is a true dilenation of said survey. Said survey includes a tract of land being a part of the Northeast Quarter of the Northeast Quarter (NE¼ of NE¼) and parts of Government Lots Two and Three and the accretions thereto situated in the North Half of Section Twenty-Two, Township Thirteen North Range Twenty-Nine West of the Sixth P.M., in Lincoln County, Nebraska more particularly described as follows:

Beginning at a point on the north line of such Section 22, said point being 3246.5 feet west of the northeast corner of such Section 22; thence N. 89° 54' E. along the north line of such Section 22, a distance of 795.8 feet; thence S. 45° 00' E a distance of 886.9 feet; thence S. 45° 00' E a distance of 819.3 feet; thence S. 41° 45' W. a distance of 634.0 feet to the north right-of-way line of the Nebraska Interstate Highway; thence N. 88° 28' W. along such right-of-way line a distance of 686.8 feet; thence N. 26° 23' W. a distance of 67.5 feet; thence N. 53° 57W a distance of 415.2 feet; thence N. 53° 11' W. a distance of 340.4 feet; thence N. 58° 56' W. distance of 146.0 feet; thence N. 35° 50' W. a distance of 72.0 feet; thence N. 48° 25' W. a distance of 167.5 feet; thence N. 39° 56'E. a distance of 30.8 feet; thence N. 65° 50' E. a distance of 136.0 feet; thence N. 57° 11'E. a distance of 46.7 feet; thence N. 86° 11' E. a distance of 154.4 feet; thence N. 47° 59' E. a distance of 130.6 feet; thence N. 37° 49' E. a distance of 130.5 feet; thence N. 38° 22'W. a distance of 594.2 feet; thence N. 22° 42' W, a distance of 140.6 feet to the point of beginning, and containing an area of 44.9 acres of which approximately 36.4 acres is deeded land and 8.5 acres is accretion to Lots 2 and 3.

(Seal) L.K. Birkby, County Surveyor, R.S. #30

State of Nebraska)
County of Lincoln) SS

Personally appeared before me, a Notary Public, in and for the County of Lincoln, Nebraska, Paul K. Ely, Pres., and Delma Ely, Secy., known to me as the identical persons whose names are affixed to the instrument to the top hereof, and they acknowledge the same to be their own voluntary act and deed.

Witness my hand and official seal this 4th day of Sept. 1970.
(Seal) Com. Exp. 2-10-1974. George B. Dent, Jr., Notary Public

State of Nebraska)
County of Lincoln) SS

Submitted to and approved by the Board of County Commissioners of Lincoln County, Nebraska, this 31 day of Aug. 1970.

Attest: For the Board of County Commissioners
Phyllis J. Evans, Virgil G. Burke, Chairman (Seal)
County Clerk

Nebraska Abstracter's Certificate

STATE OF NEBRASKA, COUNTY OF LINCOLN, SS.

The undersigned, a Bonded Abstracter in said county, duly qualified as required by the laws of the State of Nebraska, hereby certifies that the foregoing is a true and correct - - - - - - - - - abstract of the title to the following described land situate in Lincoln County, Nebraska to-wit:

A tract of land situated in the Northeast Quarter of the Northeast Quarter and in Lots 2 and 3, and the accretions thereto situated in the North Half of Section 22, Township 13, North, Range 29, West of the 6th P.M. in Lincoln County Nebraska, more particularly described in the caption of this abstract.

That said - - - - - - abstract, consisting of entries numbered from No. 1 to No. 28, both inclusive, and exhibits 1 to 11, both inclusive, is a full and complete abstract of all instruments of record or on file in said county that in any way effect or relate to the title to said real estate, including conveyances, deeds, contracts, encumbrances, leases, trust deeds, mortgages (satisfied or unsatisfied), notices of suit, mechanics' or other liens, tax sales, tax deeds, special assessments, probate proceedings and special proceedings.

The undersigned further certifies that the records of said county show no attachments, unsatisfied judgments in the United States or State courts, or transcripts of judgements from the United States or State courts against, and no suits pending by or against, any owner of record as named herein, and no bankruptcy proceedings, or certified copies of orders of adjudication, or orders approving bonds of trustee in bankruptcy proceedings by or against any owner of record as named herein, which in any way effect the title to said real estate; that there are no levies, attachments or executions entered in the Ecumbrance Book in the office of the Clerk of the District Court of said county, which are liens upon said real estate, except as herein shown:

- - -

The undersigned hereby certifies that the records in the office of the Treasurer of said county show no taxes due and unpaid and no special assessments unpaid, which are a lien on said real estate, and no tax sales, of said real estate unredeemed, and that no tax deeds have been given thereon, except as herein shown:

Taxes for 1967 and all prior years paid in full.

1968 taxes become a lien Jan. 1, 1969, amount $194.06. (Includes other lands).

Dated at North Platte, Nebraska, this 27 day of December, 1968 at 9 o'clock A.M.

Bonded Abstracter.

The above and foregoing certificate is hereby extended to include entries No. 29 to No. 30, both inclusive, and exhibits 12 to 14, both inclusive, and is hereby recertified as of this date. All taxes paid, including 1968 tax, and there are no unredeemed tax sales, or unpaid special assessments except:

Dated at North Platte, Nebraska, this 14 day of January, 1969 at 9:00 o'clock A.M.

Bonded Abstracter

The above and foregoing certificate is hereby extended to include entries No. .... to No. ...., both inclusive, and exhibits .... to ...., both inclusive, and is hereby recertified as of this date. All taxes paid, including .... tax, and there are no unredeemed tax sales, or unpaid special assessments except:

Dated at North Platte, Nebraska, this .... day of ...., 19........ at .... o'clock .... M.

.... Bonded Abstracter

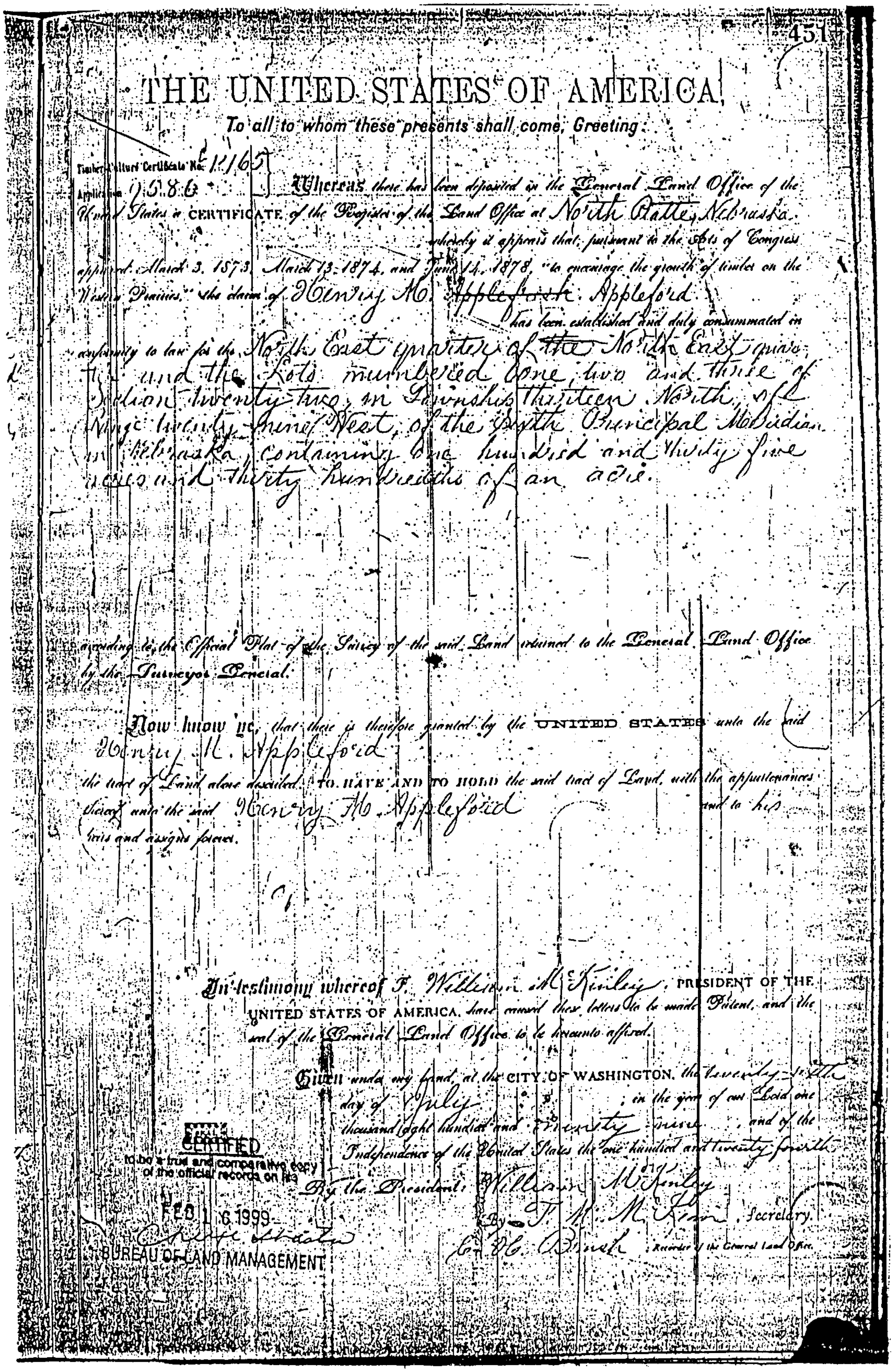
The above and foregoing certificate is hereby extended to include entries No. .... to No. ...., both inclusive, and exhibits .... to ...., both inclusive, and is hereby recertified as of this date. All taxes paid, including .... tax, and there are no unredeemed tax sales, or unpaid special assessments except:

Dated at North Platte, Nebraska, this .... day of ...., 19........ at .... o'clock .... M.

.... Bonded Abstracter

ELDER ABSTRACT COMPANY . . . NORTH PLATTE, NEBRASKA

ORIGINAL LAND PATENT-Exhibit F



451

THE UNITED STATES OF AMERICA,

To all to whom these presents shall come, Greeting:

Timber Culture Certificate No. 1165
Application 2586

Whereas there has been deposited in the General Land Office of the United States a CERTIFICATE of the Register of the Land Office at North Platte, Nebraska, whereby it appears that, pursuant to the Acts of Congress approved March 3, 1873, March 13, 1874, and June 14, 1878, "to encourage the growth of timber on the Western Prairies," the claim of Henry M. ~~Applefork~~ Appleford has been established and duly consummated in conformity to law for the North East quarter of ~~the~~ North East quarter and the Lots numbered one, two and three of Section twenty-two, in Township thirteen North, of Range twenty-nine West, of the Sixth Principal Meridian in Nebraska, containing one hundred and thirty five acres and thirty hundredths of an acre.

according to the Official Plat of the Survey of the said Land returned to the General Land Office by the Surveyor General.

Now know ye, that there is therefore granted by the UNITED STATES unto the said Henry M. Appleford the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said Henry M. Appleford and to his heirs and assigns forever.

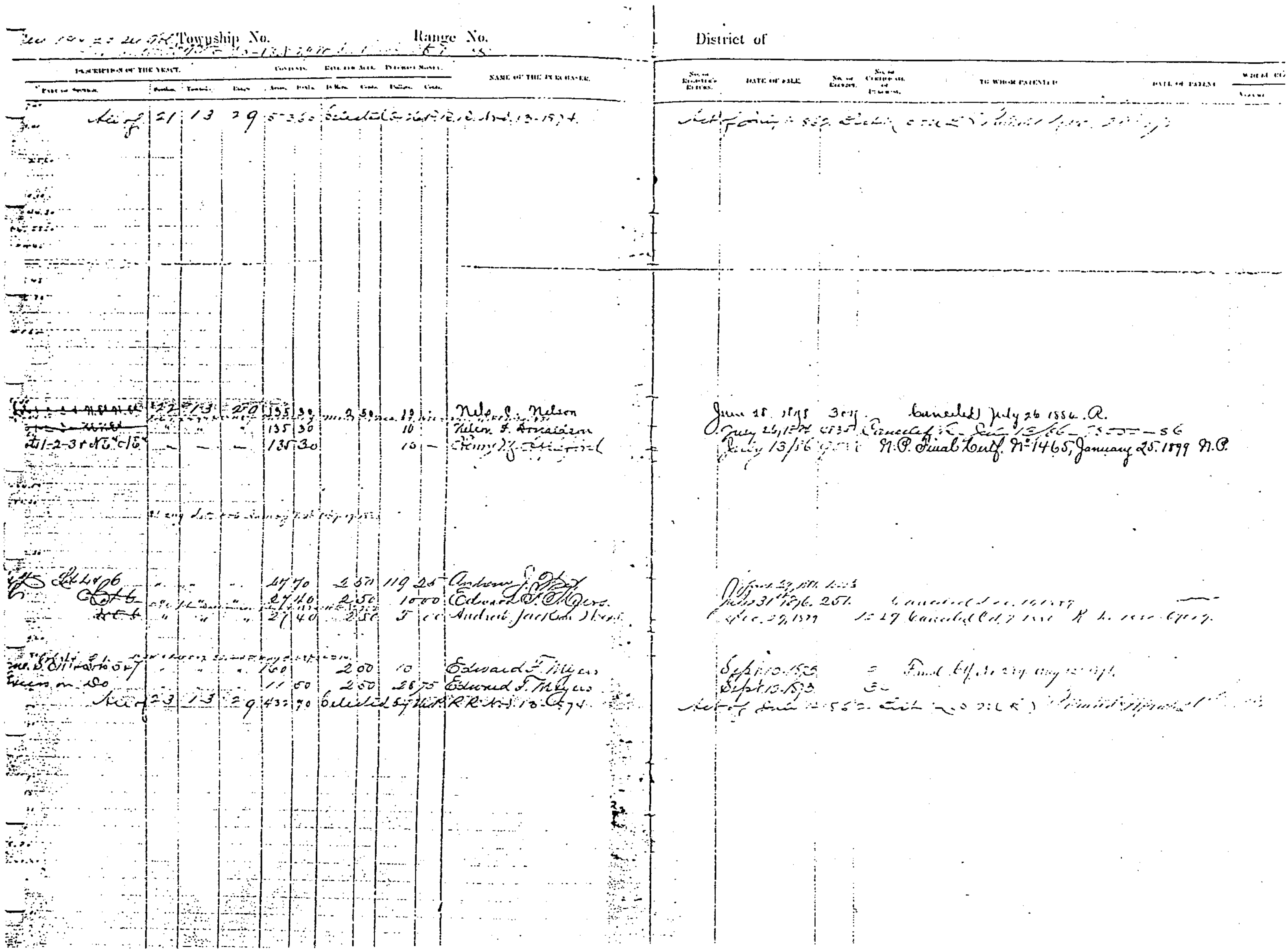
In testimony whereof I, William McKinley, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the CITY OF WASHINGTON, the twenty-sixth day of July, in the year of our Lord one thousand eight hundred and ninety nine, and of the Independence of the United States the one hundred and twenty-fourth.

By the President: William McKinley
By T. M. McKean, Secretary.
C. H. Brush, Recorder of the General Land Office.

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 16 1999
BUREAU OF LAND MANAGEMENT

GREAT BOOK-Exhibit F



Township No. Range No.

District of

21 13 29 Selected [illegible] 1874.

22 13 29 135 30 2 50 19 Nels [illegible] Nelson — June 28, 1875 [illegible] Cancelled July 26 1884. R.

135 30 10 Nelson F. [illegible] — July 24, 1874 [illegible] Cancelled [illegible]

Lot 1-2-3 & NE¼ of [illegible] 135 30 10 — [illegible] — July 13/76 [illegible] N.P. Final Certf. No 1465, January 25. 1899 N.P.

Lot 4 & 6 47 70 2 50 119 25 Andrew J. [illegible]

Lot 6 27 40 2 50 10 00 Edward F. Myers. — July 31st 1876. 251. Cancelled [illegible]

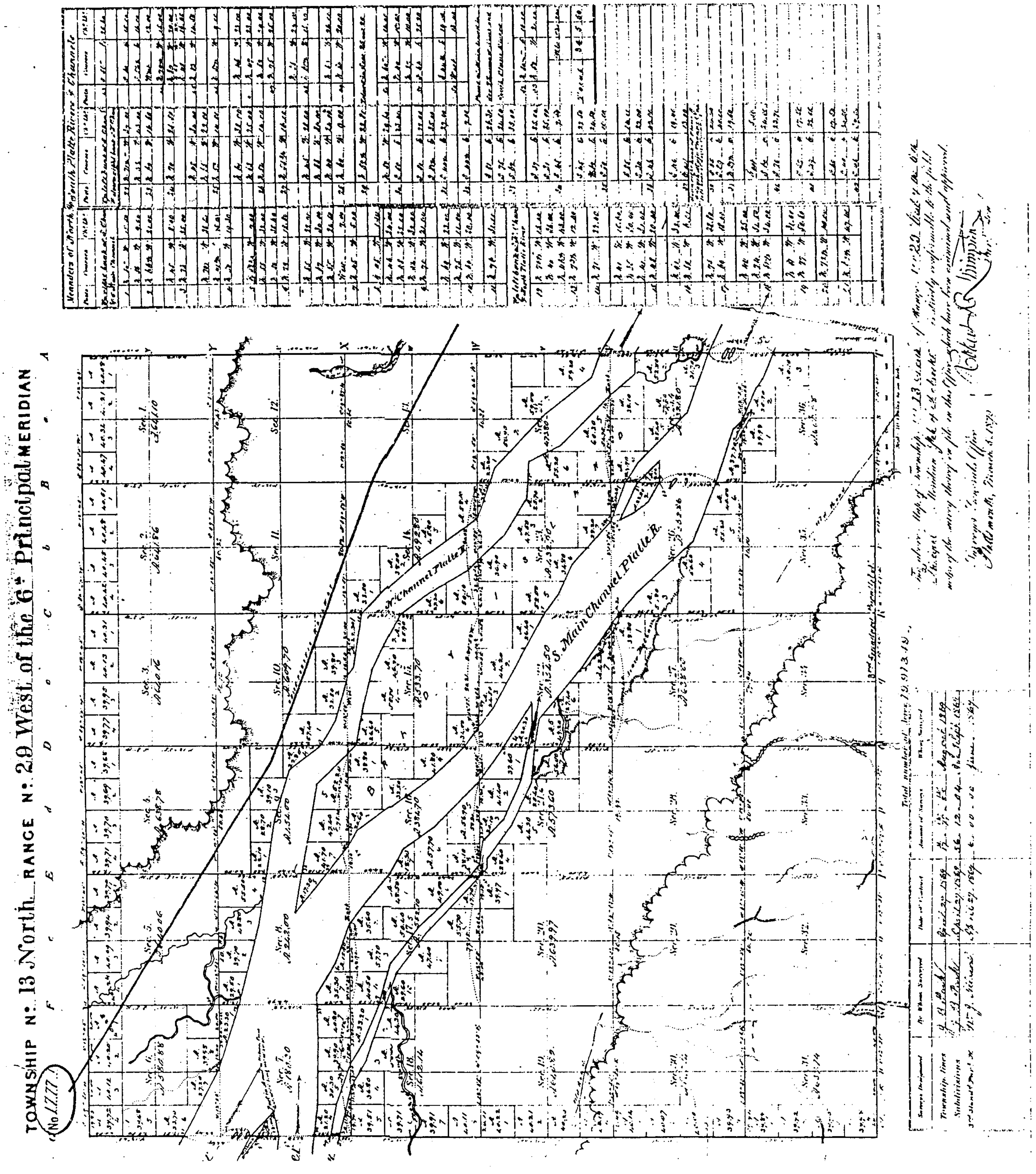
Lot 6 27 40 2 50 5 00 Andrew Jackson [illegible] — Dec. 29, 1877 [illegible] Cancelled [illegible]

160 2 00 10 Edward F. Myers — Sept 10 1873 [illegible] Final Cert [illegible]

11 50 2 50 28 75 Edward F. Myers — Sept 13 1873

23 13 29 432 70 Selected by N.P.R.R. [illegible] 74

ORIGINAL GOVERNMENT PLAT MAP-Exhibit F


TOWNSHIP No. 13 North RANGE No. 29 West of the 6th Principal MERIDIAN
No 1777
Meanders of North & South Platte Rivers & Channels
N. Channel Platte R.
S. Main Channel Platte R.
Sec. 1
Sec. 2
Sec. 3
Sec. 4
Sec. 5
Sec. 6
Sec. 7
Sec. 8
Sec. 9
Sec. 10
Sec. 11
Sec. 12
Sec. 13
Sec. 14
Sec. 15
Sec. 16
Sec. 17
Sec. 18
3rd Standard Parallel
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B
C
D
E
F
Y
X
W

STATE OF NEBRASKA
STATE SURVEYOR'S OFFICE

I, Steven C. Cobb, Deputy State Surveyor, do hereby certify that the attached is a true and literal exemplification of the original government plat of Township 13 North, Range 29 West of the 6th Principal Meridian filed in the State Surveyor's Office.

Steven C. Cobb, Deputy State Surveyor

STATE OF NEBRASKA)
)ss
LANCASTER COUNTY)

Subscribed in my presence and sworn to before me this 28th day of December , 1998.

GENERAL NOTARY - State of Nebraska
KATHLEEN MARTIN
My Comm. Exp. Sept. 6, 1999

Kathleen Martin
Notary Public

My commission expires September 6, 1999.

CERTIFICATION OF CITIZENSHIP-Exhibit G

country of [name of state] state/Republic
[name of county] county

This Document:
3 Total Pages

RECORDING REQUESTED BY:

Johnny Liberty
c/o [address here]
Eugene, Oregon Republic, usA
NON-DOMESTIC

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AFFIDAVIT: Certificate of Citizenship

AFFIDAVIT: Certificate of Citizenship

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that I, Johnny Liberty,
BEING FIRST DULY SWORN AN OATH, deposes and says:

1. My name is **Johnny Liberty**, and I am domiciled at [address here], Eugene, Oregon Republic, usA NON-DOMESTIC. Unless otherwise stated, I have individual knowledge of the matters contained within this Affidavit. I am fully competent to testify with respect to these matters.

2. Through an intensive course of study of law, diversity of citizenship, history, economics and politics, I affirm that I possess full SOVEREIGN and UNALIENABLE RIGHTS by virtue of the Declaration of Independence (1776), the Constitution for the united states of America and the Bill of Rights (1791), and over two hundred years of American case law (i.e., Common law), both prior to and after the undeclared federal, corporate United States government bankruptcies of 1930-1938. **I have also given my sacred oath to protect and defend the Constitution for the united states of America against all enemies foreign and domestic.**

3. I affirm that I have the UNALIENABLE RIGHT to choose my lawful citizenship, and that NO federal, state, local or Municipal government can take that right away by ANY statutory law or administrative rule without my *knowing, willing and voluntary consent*, NOT by *threat, duress or coercion (tdc)* of any kind, and NOT by *constructive fraud*. **Therefore I, asseverate and declare my lawful, sovereign Citizenship.**

4. I am NOT a legal *"person"* born or naturalized in the federal *"United States,"* NOT subject to the exclusive jurisdiction of the legislative democracy of the federal *"United States"* (e.g., District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa) or any other territory, area or enclave *"within the United States."* The terms *"United States"* and *"U.S."* are NOT to be construed or assumed under any circumstances to imply or include the sovereign *"50 states"* or the *"united states of America."* I am NOT a *"U.S. citizen"* described in 26 CFR 1.1-1(c), and NOT a born and naturalized 14th Amendment citizen of the District of Columbia (DC). Therefore, I am an *"alien"* with respect to the federal *"United States."*

5. I am presumed to be a *"nonresident alien"* in Title 26, USC §1.871-4, the Internal Revenue Code (IRC), however not the same *"nonresident alien"* defined within the IRC pursuant to Title 42, USC §411(b). My income is NOT derived from sources *"within the federal United States,"* nor am I effectively connected with the performance of the functions of a public office *"within the United States."* My income is part of my *"foreign estate"* pursuant to Title 26, USC §7701(a)(31).

6. I do not live *"within"* the geographical areas of exclusive federal jurisdiction as defined in the Federal Land Area Chart. I do not live *"within"* ANY of the ten, regional federal areas, territories or enclaves identified by the numerical, postal zip code. I am a *"nonresident alien"* outside both general and tangential venue and jurisdiction of Title 26, USC. I am also NOT a *"resident"* of the incorporated *"State of [name of state]"* as it is also under the jurisdiction of the federal *"United States"*.

7. I do hereby certify and declare, that I am an American Citizen of the united states of America (1787) and Citizen of the union state in which I am domiciled. I am a *"natural born Citizen"* (see Constitution for the united states of America, Article 2, Section 1, Clause 5). I am NOT subject to the statutory, colorable law jurisdiction of the federal *United States* in the corporate monopoly of the federal, State, local and Municipal governments. I have NOT voluntarily or intentionally waived, with ANY *"knowingly intelligent acts"* ANY of my unalienable rights, and have utterly NO intention of doing so in the future.

8. I am an Citizen of the several states, NOT a federal, corporate United States citizen of the District of Columbia. I am domiciled in the sovereign state of [name of state] Republic (xxxx), a preamble American National state Citizen of the united states of America.

> *"the dual character of our citizenship is plainly apparent...a citizen of the United States is ipso facto and at the same time a Citizen of the state in which he is domiciled..."*
> *—Colgate v. Harvey, 296 U.S. 404, 427; 80L,Ed, 299 (1935)*

9. I am also declaring *"sui juris "* status in connection with both my property and name. If ANY agency of the government disputes the above declaration of *"sui juris"* in connection with the *"name"* SWORN AN OATH and sealed in this affidavit, I demand a certified copy with my signed authorization of all documents or contracts being *"held-in-due-course,"* pursuant to U.C.C. 3-305.2, U.C.C. 3-305.52 and U.C.C. 3-505, that create ANY legal disability to the claimed *"sui juris "* status and *"alieni juris"* relating to my "name." (One's *"name"* is one's property, and for one's *"name"* to enjoy *"sui juris"* status that *"name"* must be free of legal disability resulting from a contract or commercial agreement, which is being *"held-in-due-course"* by a fellow Citizen or by any agency of the federal, state, county or Municipal government.)

10. I have exercised, and do now exercise the REMEDY of law under U.C.C. 1-207, whereby I may preserve my Common law right NOT to be bound by any commercial agreement or bankruptcy action of the federal United States government, that I do not enter into *knowingly, willingly and voluntarily.* This explicit **RESERVATION OF RIGHTS serves as a NOTICE upon all administrative agencies of government, federal, state and local, that I will not accept the liability associated with the compelled benefit of any unrevealed commercial agreement.** If I have received any benefits, privileges or titles of nobility (e.g. resident, citizen, taxpayer) from any branch of the government in the past, they were *"received"* under PROTEST, or under *threat, duress and coercion (TDC),* pursuant to U.C.C. 1-103, U.C.C. 2-302.1, and U.C.C. 3-608.

11. I am NOT willing to participate in the federal United States bankruptcy that is being administrated against me and my fellow American Citizens WITHOUT my prior knowledge and consent, NOT willing to APPEAR in an Equity, Maritime/Admiralty or military/marshall law jurisdiction WITHOUT my ACCUSER and/or CREDITOR present, WITHOUT the signed and authorized American or interNational contract presented as evidence of my voluntary consent.

12. ANY other evidence or presumption to the contrary is hereby REBUTTED. ANY past signatures or authorizations on Internal Revenue Service (1040's and W-4's), Social Security Administration forms (SS-5), driver's licenses, vehicle registrations, birth or trust certificates, voter registrations and other franchises with any agency of the government etc., were in ERROR and involuntarily made under *threat, duress and coercion (TDC).* **I hereby REVOKE, cancel and render NULL & VOID,** ***Nunc Pro Tunc*****, both currently and retroactively to the time of signing, any and all such contracts .** ANY subsequent use of these aforementioned documents will be FOR INFORMATION ONLY and as a courtesy to government agencies with whom I am purging, deleting or clarifying the public record.

PERJURY JURAT

Pursuant to Title 28, USC §1746(1) and executed *"without the United States,"* I affirm under penalty of perjury *under the laws of the united states of America* that the foregoing is true and correct, to the best of my belief and informed knowledge. **And Further deponent saith not.** I now affix my signature and official seal to all of the above affirmations **with EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE to any of those rights pursuant to U.C.C. 1-207 and U.C.C. 1-103.6.**

Respectfully,

____

L.S. Citizen/Principal, by Special Appearance, *in Propria Persona*, proceeding *Sui Juris*, with Assistance, Special

Sworn, subscribed, sealed and affirmed to this __________ day of _______________19____.

Notary Public for [name of state]______________________________________

My commission expires ____________________

OR

______________________________ ______________________________

WITNESSES: *WITNESSES:*

Affidavit: Certificate of Citizenship

PAGE 3 of 3

EVIDENCE OF QUIET TITLE

Musselshell county court

country of Montana
Common Law venue - - supreme Court
sitting with the Powers of a district and circuit court in and for Musselshell county
original and exclusive jurisdiction

united States of America)
Montana state (organic }) ss. before our Justices' pro tempore
Musselshell county)
Garfield county)
Fergus county) Docket No. CL-LMS-95-0010
Petroleum county)
Gallatin county)
Justus Township)

TO: office of supreme Court clerk, c/o office of supreme Court Justices'; and,

In re: **"other jurisdiction"**

Defendants: attorney general, county attorney(s), office of county sheriff, office of secretary of state, office of governor, office of county assessor; office of county auditor; office of county treasurer; office of United States attorney, office of United States attorney general, Joint Chiefs of Staff, National Guard, office of state auditor; State Bar Association; Commission on Practice; all Senators; all Representatives; Senate Judiciary Committee; office of President; office of Solicitor General; office of special Consular; all legislative created judicial district courts; all legislative created Justice of the peace courts; all municipal courts; all United States District Courts; all federal judges; all circuit court Justices'; all administrative agencies; all non-registered foreign agents; Secret Service; Central Intelligence Agency; Central Intelligence Division; Federal Bureau of Investigation; INTERPOL; Federal Reserve Banks; Federal Reserve System; Federal Reserve Corporation; United States Bureau of Internal Revenue; United States Bureau of Alcohol, Tobacco, and Firearms; United States secretary of state; Army Reserve; United Nations, United States citizens.

- Quiet Title by affidavit of
Dale M. Jacobi, LeRoy M. Schweitzer, Daniel E. Petersen, Rodney O. Skurdal, Richard E. Wilson,
sui juris
Common Law venue, original and exclusive jurisdiction as provided under
Article V, section 26 of our Constitution of Montana

We, the undersigned **Dale M. Jacobi, LeRoy M. Schweitzer, Daniel E. Petersen, Rodney O. Skurdal, Richard E. Wilson**, having just cause for Quiet Title cause of action in Common Law venue, original and exclusive jurisdiction hereby make this affidavit in special proceedings without recourse in our supreme Court against the named defendants above enumerated and described and any other private parties' who may have any lawful reasons for private ownership of private property rightfully owned by the State in fact, the undersigned in Musselshell county, Garfield bounty, Petroleum county, Fergus county, Gallatin county, country of Montana, in these several States of our Nation in America, said private property more fully described to wit:

All corporal hereditaments, all corporeal hereditaments, all hereditary succession, all private land, all private property, all personal judgments as published in local newspapers in our country of Montana, united States of America.

The above named and described private property Rightfully owned and possessed by the State in fact, the undersigned, is hereby forever placed upon public notice of no trespass by failure of the above named defendant parties' to state a claim upon which relief could be granted or proving their document of title which could be superior to the lawful Right, title, ownership and possession claimed by the State in fact, the undersigned in our supreme Court sitting with the powers of a district and circuit court in and for Musselshell county in our country of Montana, a separate and distinct venue and jurisdiction from the United States and the compact party state of Montana.

Notice of non-waiver of Extradition

Pursuant to the binding specific performance and legal effect against public hirelings enumerated in Montana Code Annotated and United States Codes against public officers, public employees, public servants and non-registered foreign agents as contained in their own statute/merchant contract concerning extradition process to their "other jurisdiction"; Know all men by these presents: The State in fact, **Dale M. Jacobi, LeRoy M. Schweitzer, Daniel E. Petersen, Rodney O. Skurdal, Richard E. Wilson**, will not waive either express or implied his/their Article IV, section 4 guarantee to a Republican Form of Government for extradition into the United States especially upon the knowledge the attorney general cannot base his executive power for enforcement on a private claim as found at MCA 46-30-401 quoted for all freemen characters' who have eyes to see and ears to hear; *"When the return to this state of a person charged with a crime in this state is required, the prosecuting attorney shall present to the government (governor) his written application for a requisition for return of the person charged. The application shall state the name of the person charged, the crime charged against him, the approximate time, place, and circumstances of its commission, and the state in which he is believed to be, including the location of the accused therein at the time the application is made. It shall certify that in the opinion of the prosecuting attorney the ends of justice require the arrest and return of the accused to this state for trial and that the proceeding is not being instituted to enforce a private claim."*

Caveat

Pursuant to this no-trespass by express and explicit non-waiver of extradition in our country of Montana, the State in fact, the undersigned with aid of our posse, will make immediate arrest upon any officer from "other jurisdiction" who attempts to make unlawful arrest or trespass upon the State in fact or my/our private property based upon a private claim prosecuted by the attorney general and his non-registered foreign agents, no exceptions, for speedy trial in our one supreme Court, Musselshell county court, country of Montana, united States of America through lawful authority of Constitution of Montana at Article V, section 26, and by our published Rules of our supreme Court original and exclusive jurisdiction.

Trial by jurymen of peers in our supreme Court in Common Law venue, original and exclusive jurisdiction is preserved by special, express and explicit reservation of all unalienable Rights for the State in fact, the undersigned under our Constitution of Montana as was duly adopted in the year of Eighteen Hundred Eighty Nine, A.D., with no exceptions, and no titles of nobility in our one supreme Court.

All answers will be made by the real party of interest; no corporation legal fictions nor representative for said legal fictions will make response to this special, express and explicit quiet title cause of action in Common Law venue, original and exclusive jurisdiction in our supreme Court in and for Musselshell county in our country of Montana.

Failure of any private party to make proof of document of title superior to the State in fact **Dale M. Jacobi, LeRoy M. Schweitzer, Daniel E. Petersen, Rodney O. Skurdal, Richard E. Wilson**, will be forever barred from making any claim in any manner whatsoever to the private property duly presented in this Common Law venue quiet title cause of action. All private parties attempting to trespass on said private property owned by the State in fact, **Dale M. Jacobi, LeRoy M. Schweitzer, Daniel E. Petersen, Rodney O. Skurdal, Richard E. Wilson**, in the future will be summarily arrested with appropriate punishment commensurate with the crime and circumstances. Thus done and dated this _____ day of June, in the year of our Mighty One, Yahweh, Nineteen Hundred Ninety Five, A.D..

These public presentments by Dale M. Jacobi, Daniel E. Petersen, Rodney O. Skurdal, Richard E. Wilson, and LeRoy M. Schweitzer are true, correct and certain; and, *"Again, you have heard it was directed to the ancients, that you shall not perjure yourselves, but give up your vow to the Lord. But I tell you in short, Do not vow at all; not by heaven, for that is the throne of God; nor by the earth, because that is His footstool; nor by Jerusalem, for that is the city of the great King. Neither vow by your head, because you are not able to make a single hair white or black. But let your language be 'Yes, yes'; 'No, no': for whatever exceeds these proceeds from evil."* *"Holy Scriptures" Matthew 5:33 Ferrar Fenton*

teste meipso this ____ day of June, in the year of our Mighty One, Yahweh,
through our Redeemer, Yahshua the Messiah, Nineteen Hundred Ninety Five, A.D..

per curiam: ______________________________
Dale M. Jacobi, sui juris, Justice in and for Musselshell county court
country of Montana, in these several States in our Nation in America.

per curiam: ______________________________
Daniel E. Petersen, sui juris, Justice in and for Petroleum county court
country of Montana, in these several States in our Nation in America.

per curiam: ______________________________
Rodney O. Skurdal, sui juris, Justice in and for Musselshell county court
country of Montana, in these several States in our Nation in America.

per curiam: ______________________________
Richard E. Wilson, sui juris, Justice in and for Fergus county court
country of Montana, in these several States in our Nation in America.

per curiam: ______________________________
LeRoy M. Schweitzer, sui juris, Justice in and for Gallatin county court
country of Montana, in these several States in our Nation in America.

notary public Seal: ______________________________
Rodney O. Skurdal, duly appointed, commissioned, empowered and privately bonded.

I, Rodney O. Skurdal, notary public in our County and State aforesaid, hereby attest and acknowledge the above described document as true, correct and certain, duly signed before me by the freemen characters' known to me as Dale M. Jacobi, Daniel E. Petersen, Rodney O. Skurdal, Richard E. Wilson and LeRoy M. Schweitzer, on this _____, day of June, Nineteen Hundred Ninety Five, A.D..

Fees: ________________, Postage: ____________________, Affidavit: _________________,
Oath: ________________, Mileage: ____________________, Misc., __________________.

NOTICE COUNTY TAX ASSESSORS-Exhibit H

__________ 1st, 199__ **Certified Mail:** ____________________

[Your Name]
c/o [Your Address]
[Your City], [Your state] republic, usA
NON-DOMESTIC

Dear [Name of County] Tax Assessor:

On the ______ day of ____________, 1999, I/We recorded a QuitClaim Deed and a Declaration of Land Patent with Attached Exhibits in the **[name of county]** County Recorder's office # ____________________, and/or by publication in a legal newspaper.

Constructive Legal Notice was hereby sent to this Department on the _____ day of ____________, 1999, notifying said Department that the land and property described in said Notice was no longer to be classified as residential or commercial property, as prior deeded and recorded by the County and State as Trust property. Furthermore, said described land and property is to be classified as private property as evidenced by said Land Patent. An allodial freehold estate shall be forever free of any property tax, assessment theory to the contrary.

Private land and property cannot be taxed if a Land Patent is updated by an heir or assign. Property tax attaches only to Equitable Title, not Allodial Title. I/We are not tenants, nor taxpayers, but heirs or assigns to the said Land Patent. There are no hidden liens or taxes due upon the land or property, except where evidenced and Noticed. A Land Patent secured At Law is superior title over any in Equity.

The federal lien (unrevealed by the Title Insurance company which insures clear title to the land and property upon close in escrow) which is the basis for all property taxes executed by your corporate County and State office, is evidenced and certified "paid in full." Your Department in [Name of County], as a corporation in the State of [Name of State], has no authority to supercede a Land Patent, all rights and title guaranteed forever by the organic Constitution for the united states of America (1791).

Recently, I/We received a property tax bill, invoice # ____________________ for $________________. This must be a mistake. Please correct your error within 30 days and remove said private property from the tax rolls of [Name of County] forever. You are hereby barred from raising this issue against said Land Patent again.

Respectfully,

____

[Your Name], Sovereign state Citizen/Principal, by Special Appearance, proceeding *Sui Juris*

Sworn, subscribed, sealed and affirmed to this __________ day of ______________19____.

Notary Public for [Your Notary State]______________________________________
My commission expires ________________

OLD DECLARATION OF LAND PATENT

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

NAME:
STREET ADDRESS:
CITY, STATE & ZIP CODE:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)________

DECLARATION OF LAND PATENT/GRANT

United States Land Patent/Grant No.____________, issued on ____________, 199___, by ______________________, President of the United States of America.

KNOW ALL MEN BY THESE PRESENTS:

That I, ______________________________, do solely certify and declare that I bring up this Land Patent in my name.

Property so sought to be PATENTED, and legally described and referenced under Patent/Grant Number______________ listed above is:

No claim is made herein that claimant has been assigned the entire tract of land described in the original Patent/Grant. This assignment is inclusive only of the above legal description. The filing of this Declaration of Land Patent/Grant shall not deny or infringe on any right, privilege or immunity of any other assignee to any other portion of land covered in the above described Patent Number______________

I, ________________________ do swear and state that the above is true or is believed by me to be true and correct to the best of my ability.

________________________, Claimant
Pro Per, Sui Juris

STATE OF ______________)
) ss.
COUNTY OF ______________)

On this, the ____ day of ______________, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named: <your name> known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

____
Notary Public for Oregon

My Commission expires:

OLD HOMESTEAD DECLARATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Homestead Declaration

(Single Person)

(Code of Civil Procedure Sections 704.930(a) et. seq.,)

I, ______________________, hereby certify and declare:

a. I hereby claim as a declared homestead the premises described as follows: __________

b. I am the declared homestead owner of the above-declared homestead.

c. I own the following interest in the above-declared homestead: __________________

d. The above-declared homestead is ☐ my principal dwelling or ☐ the principal dwelling of my spouse, and ☐ I am or ☐ my spouse is currently residing in that declared homestead.

e. My further act of causing this declaration to be recorded shall constitute a representation that ☐ I or ☐ my spouse reside(s) in the above-declared homestead on the date this declaration is recorded.

f. The facts stated in this Declaration are true as of my personal knowledge.

____

(Signature and Date)

Cowdery's Form No. 437 - Declaration of Homestead (Single Person) (C.C. 680 - 683.2 et. seq.) (Revised 1/93)

WHO OWNS YOUR LAND?

Who Owns Your Land?

Alluvial Titles and the Feudal System

by Ed Ober

I was taught in school that the feudal system existed many years ago in England. I was also taught that it was this relationship of subject to King that our founding fathers fought to eliminate in the creation of America, and that the feudal system was replaced with a republican government of the people, by the people and for the people. In a feudal system, all the land belonged to the Sovereign King (or Queen).

America has evidently changed since I was in school; a feudal system that I was lead to believe was replaced by capitalism 200 years ago, has been resurrected and is, in fact, implemented in modern day America. In 1994, U.S. citizens are serfs on the plantation of the King aka the President of the United States. Many years of deception have been discovered: Examination of the title to land in America, shows that the people do not completely own their land.

The Civil Code of procedure explains that property ownership can be of two types; Absolute or qualified. Qualified ownership means that the ownership of property is shared, while absolute ownership is not.

When it comes to land ownership, a special term has been used for centuries to describe the absolute ownership of property. This term is *Allodium*. Serfs never had the right to own alluvial property, only the King did.

According to Black's Law Dictionary (4th Edition), *Allodium* means;

a) Land held absolutely in one's own right, and not of any lord or superior; land not subject to feudal duties or burdens.

b) An estate held by absolute ownership, without recognizing any superior to whom any duty is due on account therof. 1 Washb. Real Prop. 16 McCartee v. Orphan Asylum, 9 Cow., N.Y., 511, 18 Am.Dec. 516."

The corresponding adjective *Alluvial* means:

"Free; not holder of any lord or superior, owned without obligation or vassalage or fealty the opposite of feudal. Barker v. Dayton, 28 Wls. 384; Wallace v. Harmstad, 44 Pa. 499."

When the King of England signed the Treaty of Peace in 1783 with America, all the land in America was given to the American people in Allodium. This meant that the King had no claim to the land and could never tax or otherwise encumber it. The serfs were released and granted alluvial title to the land; a title, until that point, only the King could hold.

> When the King of England signed the Treaty of Peace in 1783 with America, all the land in America was given to the American people in Allodium.

However, because of over-expansion of the United States government during the last 150 years, people no longer have alluvial property rights instead they have feudal, qualified ownership that is shared with the government. This explains the imposition of property taxes on land. Failure to pay these feudal duties results in repossession of the land by the government. Clearly the present situation of land ownership is not what the founders of the country intended.

All is not lost however, because a Sovereign state Citizen can claim, or re-claim, alluvial property rights through a process that is *not* written in any book.

Look for an extensive article explaining how America's alluvial rights were taken away and how they can be reclaimed in an upcoming issue of *Perceptions*. ■

REDEEMING THE LAND

Redeeming the Land

If you are:
- subject to zoning regulations
- required to pay property tax
- subdued by building permits
- exposed to foreclosure if you don't pay something
- feeling squeezed off your land
- sensing your prosperity's inheritance is slipping away

or • looking for a way to redeem the land back to God's Kingdom;

then you do NOT own your land.

The king of England could tax land, but that was because he owned it absolutely. After the Declaration of Independence from England, America became one nation under God – God was recognized as Sovereign, in God we trusted, and each American became as sub-sovereigns under God.

Each We-the-People American could own land absolutely, just like the king of England.

What went wrong?

State governments presumed to have power to tax land, and We-the-People acquiesced, thinking states had such power. We-the-People forgot that God thru each or us, His sub-sovereigns, created governments to protect our God-given Life, Liberty, and Property, not to replace the king of England.

Bring up Land Patent in your name
Own your Property Absolutely

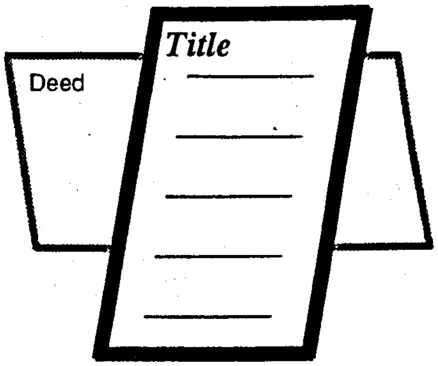
You can reclaim your freedom to own your land absolutely through a simple and lawful process known as bringing up a united states of America Land Patent to Allodial Title in your own name.

Allodial Title is free, not holden of any lord or superior, owned without obligation to vassalage, fealty, penalty, burden, tax, or duty.

Call or write "Redeeming the land" today to learn more about this God-giving freedom.

A Deed is not Title.
It does not convey full ownership.

If you received a deed when you bought your property, whether a Deed of Trust, Sheriff's Deed, Tax Deed, Warranty Deed, or any type of Deed, you did not obtain Title to your land, but only an interest. If the state still has the power to tax your property, it is because the state has asserted an interest in your property and the state's assertion has not been challenged.



Title provides Absolute ownership.

Absolute ownership affords **you** the right to own your property without interference from the township, city, municipality, county, state, federal government, united nations, international banksters, or ... It affords **you** the right to keep your land, even though the mortgage company purports that it has the right to take it away from you. Find out how **you** can assert your God-given responsibilities and associated rights.

Call or write today:
Redeeming the land
c/o 2803 171st Ave SE
Bellevue, Washington
206-747-1001

BY MARK D. OSTERMAN, ATTORNEY-AT-LAW

UNDERSTANDING ALLODIUM

Perhaps the single most misunderstood concept of the patriot community at present is the idea of allodial title. The term is a misnomer, because the concept of title differs from that of land ownership. Property law is the single oldest form of law in our history, dating back to early Israel in the Old Testament.

Title is merely the right to the ownership of land. It does not grant possession and does not create possession. To the patriot community, allodial title means that property may be free from taxation or land-use regulations. Perhaps this is true, but many of the patriots are selling packets of information all over the country, supposedly describing the process necessary to prevent lands from being taxed or becoming subject to land-use issues.

Many patriots hold that such procedures will prevent foreclosure; these procedures have become the snake oil of land issues within the patriot community. Unfortunately, these concepts are wrong for many reasons. Having reviewed such materials from a multitude of sources across the country, it is apparent to me that those creating the materials have little knowledge of the actual common law concerning ownership of land, and furthermore demonstrate ignorance of how the deed and title processes work.

First, one must understand the distinction between real estate and real property. In essence, real estate is the marketing of title while the real property is the actual physical land itself. When one hires a real estate agent, he or she hopes to purchase property where a marketable title is available and the land would be unencumbered (that is, free from claims by others) to such a degree that it could be used for its intended purpose.

Not long ago I was asked by an attendee at a conference what we should do to study allodial title. My reply was that they should understand two basic terms: mortmain and seisin. Mortmain is a process the courts use when a person dies and leaves no heirs. Seisin is a term which describes an association between mankind and the land.

Mortmain was executed by the courts creating a fiction that it (the court) was the Sovereign. If you get a chance to read some early cases on this issue, you will see the creation of this "fiction" and understand why the court was trying to reclaim "title." The court could easily sell the land, but had no way to convey the title to a new owner.

Likewise, one must grasp the meaning of "seisin" to understand the concept of ownership. To own land, one must be one with the land. The aboriginal idea that we do not own the land, but rather the land owns us, is a concept well-founded in the common law.

More often than not, the patriot looks to the land patent as if it were the cure-all of the land, but it is not. The patent is the place of the beginning, it is where the first rights to the land were established. If the patent is from the United States, then all title deriving itself from that patent is inherently important because of the covenants, encumbrances, reservations and easements which flowed from the patent.

Many in the patriot community believe that the patent is the end of the beginning — that it has absolute power to stop the state. This is far from the truth. The patent is the beginning and where the patriot starts. Transactions by deed after the patent provide the degree of title that you may own.

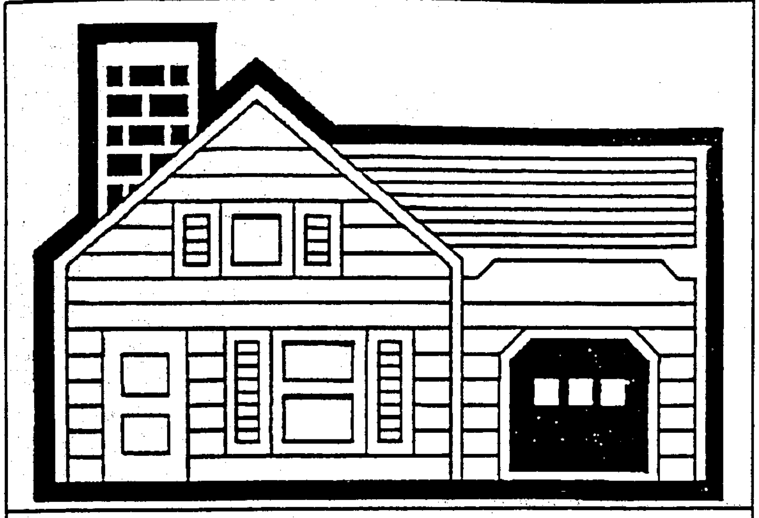
The final thing which must be fully understood before trying to gain the elusive allodial title is the concept of conveyancing title to land came not from the French (from which the word allodium comes) but from the English, where the term allodium is defined.

The idea of "allodial" lands came as a result of the translation of the Treaty of Paris. It has been said that the treaty was not translated into English and remained in French for the benefit of the King of France. The French term for the absolute ownership of land is "allodium," and was argued frequently before the U.S. Supreme Court prior to 1860 in lawyers' briefs making reference to the "allodium" of William Penn's land patents.

What happened after 1860 is that the settlement of the grants from England appeared to have concluded and railroad disputes, along with coal and mineral issues, clogged the courts. To understand how allodium applies, a review of the old English methods of title is important.

Prior to the birth of our nation, the Kings of England rarely gave title in lands in what is termed "fee simple absolute." In those instances where fee simple absolute was granted, the Courts of England refused to restore the king to those lands since, his commission of the deed or patent prevented him from retaking the lands. There are two known instances in which this happened.

Yet generally, the King only gave his princes and lords property in "fee simple" (please not the absence of the word absolute). Property given in "fee simple absolute" contained with it certain covenants which many real estate lawyers believe to be three present covenants and three future covenants. Conveyances in fee simple gave only bare possession and no covenants. When the king gave a deed in fee simple absolute, he no longer had control over the lands, and thus was not the king over them either. Thus, fee simple deeds allowed him to maintain his



Some restrictive covenants go so far as to determine the color of the drapes inside the house and the age of the parties that may dwell there. Allodial title will not defeat these covenants; these restrictive covenants have been upheld because they are private contacts that run with the land.

ownership as the Sovereign, to control the lands and take taxes from them.

Lands conveyed in "fee simple absolute" and by way of a warranty deed had certain warranties or covenants with them. Of course the idea of convenant implies more than a mere promise. The covenant means that one would almost be willing to give his life and his fortune in defense of the exchange of lands or the promises made.

However, at the turn of our 20th century and in the absence of copy machines and faxes, uniform acts passed through various states eliminated the need to continue to state the covenants in a warranty deed. The number of "scribes" who had to record the deeds could not stay on top of the hand-copying and asked that the covenants be deleted from the deeds. The warranty deed was designed to grant these specific covenants and thus, the term to "warrant and convey" was said by the legislatures to be enough to insure the ex-pression of the warranties.

But with the disappearance of the necessity to recite the warranties, along came the loss of the term "fee simple absolute." Title abstracters and lawyers are unfamiliar with the warranties that are supposed to be expressed. I recently supplied a seller with a warranty deed with the covenants included. The seller was a bank and refused to sign the deed, claiming it would not make such warranties.

Real estate sales are complex because of the issues of title and covenants and because of the promises or reservations which can be inserted beyond the simple covenants of a warranty deed. People buy and sell land for investment and lands have changed hands many times since the first patent was issued. Besides the covenants of warranty deeds, other covenants can be inserted covering oil, gas, water and mineral rights, as well as development of subdivision covenants.

Some subdivisions maintain fairly aggressive housing covenants which may have a substantial impact upon the color, style of architecture, size of the residence, or the number of people residing on the land. Some restrictive covenants go so far as to determine the color of the drapes inside the house and the age of the parties who may dwell there. Allodial title will not defeat these covenants; these restrictive covenants have been upheld because they are private contracts which run with the land or are embodied in the title to the land.

The best example that I can give to those trying to understand the concept of allodial title is to sell someone a 40-foot strip of sidewalk beside the road. The first question to ask is can I prevent others from making use of the sidewalk? The answer is ultimately no. The reason is that its use and purpose are established not only in the physical sense but also by means of some deed which has dedicated its use to public use.

Thus, the next question arises: Can the 40-foot section of sidewalk be held in allodium? The answer is simply no. To hold property in allodium, it must be held out against all others and the amount of title granted from the time of its patent reveals the nature of the lands. Property used for fast-food cannot be allodial, nor can rental or commercial lands, because they invite the public's use.

Self-help packets also try to universally fit themselves into nearly every state of the Union. However, various states have substantially different property laws and means of recording and establishing title ownership. Differences, as in traditions from deeds of trust to the equity relationship of land contracts, change quite literally from state to state and are not thought of when these packets are sent out over state lines.

The final great fallacy of a good many people selling allodial title packets is that they believe the mere ownership of property is controlled by simple contract law, and it is not. Property law is one of the single oldest forms of law separate unto itself. Selling real estate almost seems voodoo-like in the methods of insuring titles and boundaries, giving opinions concerning land ownership, and even retaining a real-estate agent for the purchases of simple lands.

My best advice to those that are seeking title in allodium is to research their title histories and understand the concepts of property ownership better than the understanding currently presupposed in writings of many within the patriot community. I also encourage people not to buy the packages provided in the patriot community for the reason that they do not adequately explain the concepts of conveyancing, covenants and seisin, nor do they explain the difference between property law and contract law.

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Mark D. Osterman
is a lawyer in Ithaca, Mich. who appears on the Two Nice Guys' Radio Network with the syndicated program, "Law Talk." He frequents seminars on allodial title, and represents militia and patriot interests across the country.

> **"'Mid pleasures and palaces though we may roam, Be it ever so humble, there's no place like home."**
>
> —John Howard Payne,
> "Home, Sweet Home"

The Nationalization of America's Land

By Wayne Hage

The ongoing political debate over property rights is matched in intensity only by corresponding litigation in the courts. This phenomenon is the unavoidable consequence of more than a century of land nationalization and increasing governmental intrusion into private life.

Until the last twenty years the nationalization of land was born primarily by the "public land" states in the West and Alaska. As government spending and the regulatory taking of private property have increased, nationalization has extended into the nation's private land states.

The attack on private property under the guise of environmental regulation is engendering a rapidly growing grass roots constituency opposing nationalization. Three basic approaches to the problem have emerged as the nation's citizens strive to protect the cornerstone of all civil liberties.

The Nationalization Debate

The ongoing political debate over the status of land in the United States is nowhere more intense than in the West. The western states and Alaska are composed of a peculiar mix of private (patented) lands and lands which are often classified as public or federal lands but which are subject to many privately owned property rights.

The failure to fully comprehend the nature of the split-estate lands, often referred to as public or federal lands, has prevented a resolution of the controversy for over one hundred years.

Much of the confusion can be traced to a failure to understand the semantics involved. Popular political debates often confuse, and mix such terms as sovereignty and ownership, deed, and title. The meaning and purpose of the land patent is often less clear.

These split-estate lands are referred to by some as public lands and by others as federal lands. Some would argue they are state lands. But in almost every phase of the popular debate these terms remain vague and ambiguous. With no clear definition often it becomes difficult, if not impossible, to arrive at solutions.

Perhaps no part of the debate is more ill defined and less understood than nationalization. The political and economic impact of national parks, national forests, national wildlife refuges, national wild and scenic rivers, national grasslands, etc., has been little understood and largely ignored. Yet the current land problems in the United States cannot be effectively dealt with without first understanding the nature and inherence of land nationalization.

Collateralizing the Nation's Debt

Land nationalization, throughout history and certainly throughout the past century, has been accomplished primarily by force. Government has physically occupied and taken control of private land. Two of the best known land nationalization efforts are those which were accomplished in the wake of socialist revolutions in Russia and China. In both of these instances, central government physically occupied the land and extinguished private property rights. These actions were justified from their philosophic perspective because all wealth ultimately derives from the land. In socialist societies it is essential for the wealth to be controlled by government.

Formal land nationalization emerged in the United States in 1872 when the federal government departed from a long standing tradition that it not own land, except for express governmental purposes or for disposal, and created Yellowstone National Park. This was followed in a few short years by the creation of Yosemite National Park. In 1891, in an effort to expand the boundaries of Yellowstone National Park, and in the face of stiff congressional resistance to socialized land use, the concept of forest reserves (later to be called national forests) emerged.

The nationalization efforts which created the first two national parks in the United States and the first forest reserves was accomplished through physical occupation by forces of the national government. People who claimed private property inside the newly nationalized areas were evicted and private rights were considered extinguished. The creation of our first national parks and the Cascade, Sierra, and Black Mesa forest reserves involved the use of United States cavalry troops to evict resisting occupants and to patrol the borders of the newly nationalized areas to prevent trespass.

The policy of forceful nationalization of land by the central government brought a predictable and violent reaction from the western states and territories who saw nationalization as a threat to their own economic and political future and, in the case of states, a threat to their sovereignty.

The revolt of 1896, which resulted in the McKinley compromise of 1897 brought an end to land nationalization through physical force and occupation. A more subtle method of nationalizing emerged after that date.

After 1897, national parks, national forests, and other nationalized lands were created by the relatively more benign process of "drawing" boundaries around a certain area while guaranteeing some form of protection for prior existing rights. From this process emerged formal recognition of the 1872 mining law in most nationalized areas. Right-of-ways were respected. State water law was acknowledged. Rancher's grazing rights were recognized by permit.

The compromise, while not fully satisfactory to either nationalist or private property interests, provided a working framework in which both sides coexisted with a minimum of friction until the 1970's.

Modern Pressures Toward Increased Nationalization

Deficit spending demands nationalization of land to collateralize the nation's unpaid debts. These unpaid debts have caused the increased mortgaging of our resources to international interests. The more private rights that exist in these mortgaged lands, such as private mining claims and private water rights, the less the value of the mortgaged lands and the smaller the amount of the debt that it can collateralize.

The intensification of regulation on these nationalized lands has the effect of increasing the cost of retention of split-estate property rights by private individuals. As private individuals lose the range rights, water rights, mineral rights, and access rights under ever-increasing regulatory pressures, the economies of the individuals and associated communities suffer. But the desired impact of clearing the title for the mortgage holders is also achieved.

The Nature of Private Property vs. Nationalized Lands

Ownership of property is essentially synonymous with the control of property. The old common law adage that "possession is ninety percent of the law," derives from that principle. Thus follows the argument that federal government control of these nationalized lands constitutes ownership and to

properly identify the problem, the lands must be classified as federal lands, regardless of the legality or constitutionality of that federal control.

Those who would argue that the Constitution forbids the ownership of land within the states after statehood without an express grant from the state or except for disposal find support for their argument in the fact of nationalization. They argue that if the federal government were constitutionally allowed to retain lands within the states for any purpose except those so stated in Article 1, Section 8, Clause 17 of the United States Constitution or for the purpose of disposal as per the disclaimer clause of the respective states, there would have never been any need to subsequently nationalize the lands.

Sovereignty is the right to make and enforce the rules of government. It is separate from ownership. Obviously the United States had sovereignty over it's territories and involved the transfer of sovereignty to the state.

To illustrate the difference between sovereignty and ownership, and how such terms as deed, title, and patent flow from these two principles, a hypothetical example is used.

A settler entered the territorial west prior to the time any formal governmental control had been established. The settler selected a piece of land and began to cultivate it. At this point he had fulfilled the Lockean principle of mixing one's labor with the

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America's Land continued...

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land and creating property rights out of the state of nature. This Lockean principle is the foundation of property law in the United States.

At this point the settler has established prescriptive or "squatter's" rights to the land he is cultivating. These prescriptive rights are good against a third party but theoretically cannot be enforced against government (the sovereign). The settler can clearly sell his prescriptive or squatter's rights to a second party. He can transfer those rights with a deed. The purchaser of those rights obtains whatever the original settler had: prescriptive rights good against a third party, but again theoretically, not enforceable against the sovereign (government).

Let's say in our hypothetical case, the United States Congress passes one of its preemption laws. A preemption law signals the government's (sovereign's) intent to recognize prescriptive property rights in the absence of any conflict with other governmental obligations. At this point the prescriptive rights of the settler become preemptive rights. He can now seek formal governmental recognition of his property rights.

If the government determined no conflict exists, the preempted property is reorganized by the issuance of a patent. The patent is recognition by the sovereign that the applicant owns all the property rights, excepting specific exclusions, to the area identified.

In our hypothetical case, title to the land was created by the first settler who mixed his labor with the state of nature and created the first property right. Transfer of that title to second party was accomplished through the issuance of a deed. Formal recognition of title by government was accomplished through a patent. The patent is government's commitment to acknowledge and protect the individual's ownership (control) of the property.

In the western United States and Alaska property was developed by the method outlined in our hypothetical case. Indeed, this was true throughout the settlement of the entire United States. Virtually all the land in the western lower 48 states was preempted for some beneficial use in accordance with local law, custom, and court decisions. Bodies of law recognizing this preemption developed in the form of mining law, right of way law, water law, etc.

In the Midwest and East virtually all of the preempted lands were patented. Vast acreage of preempted western resource lands were nationalized by the federal government. The term "public land" was applied to these newly nationalized lands to engender support from the urban masses for imposing federal ownership on lands within the borders of sovereign states. The term "Public Lands" has been used effectively to characterize Westerners who resist confiscatory federal regulation as greedy individuals trying to take the urban public's recreational lands from them. This semantic tragedy has proved very effective for over one hundred years in preventing the public from comprehending the insidious nature of land nationalization. It has not been until the 1990's that the broad United States public has begun to sense the danger and then only as the private land in the Midwest and East has come under the increasing control (ownership) of federal government by ever increasing environmental regulation.

The Future of Nationalized Land

The nationalization of land has been and is addressed by three basic approaches:

1) Accept nationalization and try to get the best possible working relationship within the administrative rules. This approach has characterized the historical response of the livestock, timber, mining, and other resource industries affected by nationalized land. As federal regulators increase the cost of protecting private split-estate rights, affected parties are reaching for other solutions.

2) The Sagebrush Rebellion approach and its more recent counterparts are characterized by political efforts to counter confiscatory federal regulations. The basic argument is that the problem is caused by over zealous or otherwise out-of-control federal regulators. The solution is sought through management of these socialized lands at the state or county level.

This approach is problematic for several reasons. If these lands are true "public lands" it is difficult to see how they can contain legitimate private property rights. The origin of these modern "public lands" was by federal failure to acknowledge prior split-estate property rights and to dispose of these remaining previously unappropriated rights and the subsequent nationalization of these lands. If these are public lands, then they are owned by the federal government and arguments that the federal government cannot make rules over land which it owns (controls) would appear contradictory.

Finally, the Sagebrush Rebellion failed when its backers realized that the only logical remedy under the "rebellion" was state or local socialized land use in place of federal socialized land use. Many affected parties believed nothing was to be gained by "trading an enemy you know for one you do not know."

3) A third approach has been used successfully in the past and is at the heart of the challenge in Hage vs. United States. It is based on the premise that only the recognition and protection of private property rights can render a long term solution in harmony with the Constitution and laws of the United States and the respective states. This approach acknowledges the nationalization of the land but asks two basic questions: Has the nationalization of the land extinguished state sovereignty and has the nationalization of land extinguished the property rights which derive from state law. Given the legal premise that all property (with the exception of intellectual property) derives from state law, one could hope for an answer from the courts which would echo the United States Supreme Court ruling in Kansas vs. Colorado in 1907.

These same basic questions were asked in that case and the court's position was: The United States by virtue of the national forests is nothing more than a property owner in the state of Colorado and subject to the sovereignty and law of Colorado. A similar ruling by the courts today would proffer a genuine solution to the property rights debate currently raging in the nation.

The author is a founder of the land rights protection organization: Stewards of the Range, and the author of the book, Storm Over Rangelands. For further information call: (208) 336-5922, or write to. Stewards of the Range, Post Office Box 1189, Boise, ID 83701.

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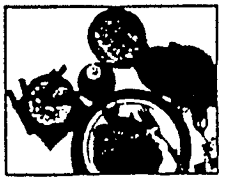

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Property Rights
Property Wrongs

Is America's love of the land killing the environment?

by John Crutcher

CHARLENE BLANKENSHIP ©1995

After two years of hard work getting his oyster farm started, the Department of Health sentenced Geoff Menzies' business to a slow death because of upstream polluters having contaminated his oyster beds.

The planes came out of the north that morning, two yellow crop dusters. They came steadily over the Slope from Quincy, their engines thrumming a calm, five knot wind, barely audible above the tiny birds chattering up another hot July day.

Pete Erikson saw the planes against the clear blue sky. He was just walking up the drive to his homestead trailor after changing the irrigation water at the end of the corral. He knew the wide wings of the planes were holding up a load of pesticide, and that with the release of a valve, that pesticide could blanket a crop of beans or potatos. They were "aerial applicators" flying to a field they'd been hired to spray. Trouble was, the applicators were headed straight for Pete Erikson's bean field.

Pete watched as one plane circled above. The other plane approached the north end of the bean field and went into a dive, white mist trailing out the back of its wings. What initially alarmed Pete, was that from where he stood, it looked as though the plane was awfully close to the neighbor's house—indeed, right overhead.

My God, they have kids up there!

Pete was frantic. He ran across the pasture lying between his trailor and the bean field, trying desperately to wave off the applicator. That first plane reached the end of the field, rose up, flew out a ways, and then tipped its wings, banking a graceful U-turn.

Meanwhile, the second plane approached the north end of the bean field, uncomfortably close to the neighbor's home, dropped down, and began emitting white mist.

The first plane, now having completed its turn descended again for another pass over the field—another dusting.

Pete was in a panic. He waved his arms wildly trying to get either pilot's attention. You've got the wrong field! You can't spray this field! But the two planes continued along their racetrack pattern, turning and spraying, turning and spraying—inundating his crop of pintos and green beans with pesticide.

They'd tip a wing and Pete could clearly make out the pilot as he came around. He could see them. If he could see them, why couldn't they see him?

The "drift" from the pesticide began to envelope Pete. He smelled it and breathed it in. The smell was pungent and burned his nose. It smelled like iron, but stronger. He felt it in his throat. His eyes stung. He was being "drifted."

He saw a piece of aluminum pipe lying on the ground. He picked it up and waved it around trying to flag the attention of one of the pilot's. The spray began to affect Pete's balance. He felt strangely listless and dizzy. The planes had made about six passes, though Pete wasn't sure. His mind was reeling. But this time they didn't bank around again. They must have seen him waving the pipe. Pete watched as the pair of yellow aerial applicators continued north at the same altitude, heading back toward Quincy, disappearing over the slope.

Decertified

Royal Slope gets its name for being a broad expanse that inclines toward the southwest; a barren slope of rich topsoil and all the southwest facing sunlight a farmer could want. Royal Slope sits in one of the world's northern-most deserts, boasting the world's longest circle pivot irrigators just two miles east down Route 11 from the Erikson farm. An occasional willow or Russian olive tree demarks a homestead or the corner of a field, all of which dot the dun landscape, a shelf of land that turns golden when the sun sets low in the west.

Eighty years ago, Pete Erikson's grandfather bought 160 acres on Royal Slope. Pete's father, an outdoorsman and a mountain climbing leader for the Mazamas of Portland, raised Pete with an emphasis on respecting nature and the environment. Inheriting his father's penchant for rugged adventure and environmental concern, Pete began farming his grandfather's land twenty years ago, following a strict, self-imposed program of organic husbandry. In 1988, when Washington State began its first official organic certification process, Pete became one of the first farmers to receive certification. And it was less than a year later that the two aerial applicators sprayed his bean field.

They'd sprayed his field with the organo-phosphate, dimethoate, a particularly toxic chemical compound intended to destroy the central nervous system of aphids and other "sucking" type insects. When inhaled by a human who happens to fall in the "drift" path ("Drift" refers to the aerosol of chemical particulates, such as dimethoate particulates, that are carried through the air or wind, usually crossing a distance before it settles to the ground.) of dimethoate, the results can be devastating: as with most chemical weapons irreversible nerve and brain damage can occur. (According to the World Health Organization, upwards of 1 million people are injured every year as a result of pesticide exposure or ingestion. Over 10,000 are killed.)

As a consequence of being "drifted," Pete's health deteriorated in the years following the incident. His senses grew numb. He says he can't think. A lot of times he feels like laying down and dying, just going to sleep.

"It gets in your lungs," he says. "You just can't get away from it. It was outside of you and now it's inside. It's very traumatic."

He seeks out a variety of natural remedies and takes Vitamin B shots to build his immune system and boost his energy. Other than that, there's not much he can do.

"Sometimes," he says, "I can feel the life dropping out of myself."

The spraying was, of course, an accident. The applicators had mistaken Pete Erikson's bean field for that of another farmer's, a field that lay more than two miles away. The spraying took place less than nine months after Pete had received his certification as an organic farmer. And now, through no fault of his own, that certification was being taken away.

Pete Erikson sued the aerial applicator company for "chemical trespass" and won. But as he is quick to point out, what he won hardly accounts for the lost revenue, time spent having to prove his case, or the trauma of being invaded by a pair of aerial applicators and the poisons they drop from the sky, poisons Pete Erikson considers anathema to his entire way of life.

Hell, aerial applicators are only insured up to $100,000, which is a pittance in the farming business, and a liability ceiling that hasn't been adjusted in thirty years. Many of them, if they get sued, says Pete, are set up as a corporation. So they just file bankruptcy, liquidate, and start up a new company.

Pete Erikson is just one of the little guys.

What Baden and the free marketers are saying is that if you privatize lands, you transform all potential environmental threats into potential internalities. If all lands are privately held, all private owners have a vested interest in protecting their lands.

The Little Guy

According to what Ron Arnold of The Center for the Defense of Free Enterprise says, in cases such as that of Pete Erikson, the system works—the little guy has his day in court. The little guy is vindicated.

The little guy, according to Arnold, is the individual who owns property, who should have the right to do with that property whatsoever he damn well pleases because he's protected under the Bill of Rights, under the 5th Amendment to the Constitution,—that little guy out there in the bean rows working his fingers to the bone, struggling to build the American Dream.

The problem, Arnold would say, is that that little guy out there is under seige, beset by that evilest of evils—*regulations*—, which are propagated by that peskiest of necessary evils—government. For regulations are the bane of the free market. Regulations are the noose that's strangling hard working Americans, preventing them from working the land the way it ought to be worked, skuttling the Dream that is their due.

So the little guy finds himself in a fight for territorial independence, rising up out of the bean rows, arm in arm with a cadre of fellow property rightists—standing tall in the Alamo of strict constitutionalism. The enemy is big. The enemy is soft. The enemy is that environmentalist over at the edge of the road, stroking his old growth beard, studying the little guy's every move with a cool green eye for regulatory foul. Because the most vile regulatory camp is that which whimpers about the poor environment.

Free Market Environmentalism

Ron Arnold is one of the founders of the Wise Use Movement, a loose coalition of grass roots organizations that would like to see the repeal of all regulations on private property, particularly environmental regulations, which Wise Users believe are "trashing" the economy—and ironically, the environment those regulations were enacted to protect.

A second preoccupation of Wiser Users is with seeking the divestiture of all public lands into private hands.

"The best way to protect the environment," says Arnold, "is to have all commons land privatized. Private ownership promotes stewardship."

There are indeed those who believe that a more libertarian, free market approach to property ownership would benefit the environment. John A. Baden, Ph.D, Chairman of the Foundation for Research on Economics and the Environment is one.

On a very simplistic level, Baden agrees with Arnold that the environment would profit from a more free market approach to land use and property rights. "Market principles favor the environment," writes Baden in *The Seattle Times*, "because many environmental problems arise when people are isolated from the costs of their actions."

In a recently published paper entitled, *Economics and Ecosytems*, Baden and coauthor Tim O'Brien remind us of the irrevocable venality of human nature: "Even the well intentioned are unable to escape the pervasive imperatives of self-interest." To not account for this primal human drive is to deny what the father of economics, Adam Smith, defined in 1776 as quintessentially human—self-interest. Constructing a world view based upon the idea that humans are basically motivated by self-interest was revolutionary back then. In order to truly meet the challenge of fostering a healthy environment, we must catch up to the wisdom pitched 218 years ago.

To understand how the engine of self-interest would improve the environment, two economic terms are helpful, "externalities," and "internalities." And they can best be explained with an example.

When a farmer sprays a crop with pesticide, some of the pesticide remains in the "rich" topsoil of the field—though the definition of *rich* grows perverse over time and repeated applications—, a portion of the applied pesticide is washed out by rains, wending its way down washes and watersheds, until eventually emptying into a lake or bay. The externality in this case is the pesticide runoff that ends up in the bay. The internality is the pesticide that stays in the farmer's topsoil.

What Baden and the free marketers are saying is that if you privatize lands, you transform all potential environmental threats into potential internalities. If all lands are privately held, all private owners have a vested interest in protecting their lands.

"If you could privatize all fractions of nature," pleads Arnold, "so that specific individuals were responsible, there would be no more externalities."

Conversely, where you have lands that are not privately owned, lands held in "common," you have no accountability.

"There will always be somebody you can't get back to," says Arnold. "No one is responsible, and therefore, no one takes ownership."

The reason for this is that public lands are in the hands of a faceless bureaucracy. Government feels little compunction to protect the quality of life on its lands. Consider the track record of the Forest Service and the Bureau of Land Management, not to mention the National Parks. Rather than the public trust being protected, society's preserves have been sacrificed upon the altar of the almighty Federal pie—and without even making a profit upon selling out its employer—the taxpayer. William Ashworth, author of *The Economy of Nature*, explains that "federal agencies are driven economically by a desire not to maximize profits, but to maximize their budgets. They are in what amounts to competition for market share; but their market is the federal budget."

The reasoning goes something like this: if all land is held by various and sundry private interests, and all those private interests are motivated by self-interest, and a primary fixation of all that self-interest is to create quality of life—then we have a multitude of individuals out there, all of whom are severally and discretely working toward a resplendent common good—a better quality of life. In environmental terms, that means a healthy, sustained, clean environment.

Here's an example of how this works. Jeanne Doe's drive for quality of life motivates her to preserve a beautiful wetland on her property. Jeanne's neighbor and cousin, John, runs an auto repair shop out of his garage, and one day he decides to dump hundreds of gallons of spent oil into the wetland owned by cousin Jeanne. Technically, he has trespassed that oil onto Jeanne's property. So when the wetland dies and all the mullet and tadpoles turn belly up and rot in the hot summer sun, Jeanne can sue John for chemical trespass. Jeanne is motivated by maintaining the quality of life in the world over which she has control—namely, her property. Therefore, she sues to force John to pay for restoring the wetland to its original state. She wins. John is forced to comply.

Naturally, individuals are motivated to create quality of life for themselves. Governments, on the other hand, have little regard for quality of life, because governments are comprised of dispassionate functionaries. Hence, private individuals serve as superlative watchdogs for the environment—they're watching out for their own interests.

In other words, if all land is private, there is a natural, optimally efficient system of checks and balances that plays itself out. This logic undergirds the fundamental tenets of capitalism; it is Adam Smith's Invisible Hand silently working toward healthy economic *and* environmental equilibrium.

What may be apparent to some who've followed this oversimplified explanation of free market environmentalism is that while we assume that everyone is seeking quality of life, we haven't defined what that quality of life is. For some, it's building a theme park around Yellowstone's hot springs. For others it's preserving a wetland, or starting an organic farm. Failure to make this distinction can go a long way to inflating the beauty of free market engines in a world where environmental devastation just may be a tad over the top.

Colin Clark, a mathematician at the University of British Columbia, questions the whole notion of progress as we've defined it in the west: "Much of apparent economic growth," he says, "may in fact be an illusion based on a failure to account for reduction in natural capital." Natural capital is the natural world, the environment. Our arrogant, one-dimensional obsession with growth, or as Vice President Gore puts it, our "moral blindness" to the inherent worth of our natural world, may in the end be the royal McGuffin of our environmental and *economic* undoing.

It is important to note that only on an utterly simplistic level are the likes of John Baden and Ron Arnold in agreement.

Baden diverges from the absolute free market ideas that Arnold's Wise Use espouses, calling for a more conditional free market approach, one that de-emphasizes regulatory solutions, and divests itself of *governmentally* owned lands—though not necessarily casting all divested lands into the bazaar of resource exploitation. Indeed, while Baden views the entry of most productive lands into the marketplace as environmentally sound, he also envisions the formation of private "trusts" to manage lands with "high amenity values," such as some of the more biodiverse National Parks. He feels that the government has done a masterfully poor job of managing public lands. And lest our most sacred treasures suffer further decline, truly responsible preservation may best be achieved by entrusting them to the ecologically savvy members of the private arena.

Arnold, on the other hand, endorses "absolute privatization" of all public lands for the express purpose of resource exploitation. Get government off the backs of the little guy. Stop strangling him with regulations. And while you're at it, open up those public lands. Why place such prime real estate off limits? Or more significantly, such prime extractive resources?

While Baden commands respect and reverence from even his harshest critics within the environmental camp, Arnold has been accused of disingenuousness, of marshalling out impressive but misleading facts and figures, striving, however hollowly, to float the idea that he and Wise Use are a totally misunderstood cabal of free market environmentalists.

"Are we doing this [fighting environmentalists] to *thwart* the environmental movement?" asks Arnold. "Yes. Are we doing it to *destroy* the environment? *No.*"

John Baden doesn't really even consider himself a *free* marketer. Rather, he emphatically distinguishes between what he calls a "*pro*-market" position that he maintains and the "*pro-business*" position of Wise Use. Despite the libertarian rhetoric, Wise Use can hardly hide its spots as an "industry front" for agri-business, mining companies, real estate developers, and major oil and gas corporations. Wise Use *is* in the business of preservation—the preservation of precious subsidies for the industries it fronts; one dollar per acre mineral leases for mining companies, or one dollar per head grazing fees for cattle ranchers. For all their talk of opening up the markets and opening up the national parks, Wise Use just wants dirt cheap access to extractive resources.

"We say, everybody lives upstream," says Arnold. "So you must act responsibly. The environmentalist's way is to play victim. This takes the victimness out of it. The Boo Hoo Game would stop!"

The depiction of Wise Use as a grass roots movement, a depiction that numerous environmental organizations have felt compelled to acknowledge, belies the considerable organizing prowess of Wise Use, or their inseparable ties to industries that fund their efforts. Much of their success in seeding citizen groups around the country can be attributed to an effective campaign of capturing the hearts and minds, or more aptly, the spleen and bile, the fear and paranoia of America's disgruntled hinterland. At local granges, Wise Users incite the unwary by suggesting that their property rights are being eroded by a regulatory-crazed, environmentalist inside the Orwellian Beltway.

In this manner, Wise Use has successfully *launched* an otherwise *evolving* grass roots movement, which has now, to the credit of its architects, taken on a life of its own.

Ron Arnold, one of the founders, and chief advocates of Wise Use.

Arnold deflects the accusation that Wise Use is an industry front, calling that a "hollow issue." He's quick to point out that all major environmental organizations' have strong financial ties to various foundations and their unwaveringly narrow political agendas.

Downstream

In February of 1992, Geoff Menzies, along with a partner, bought out the assets of an oyster farming business which had leased 30 acres of tide land in Drayton Harbor, Washington. As Drayton Harbor Inc., Menzies and his partner planted seed for oyster for three consecutive years. By the winter of 1993-94 Menzies' oyster farm developed "nice fresh market buyers" in Vancouver, and more significantly, in Asia—Drayton Harbor provides ideal conditions for growing large oysters, a highly sought after commodity in the Asian market.

Eleven days into the new year, Drayton Harbor Inc. was harvesting its first crop from seed planted in 1992. Yields looked good. Three years of investment were about to start paying off.

But a notification from the state Department of Health—coming on the heels of an earlier recommendation by them in the fall—nixed all that. Menzies found himself reading the most dreaded word in the shellfishing world: "Prohibited!" The state had recommended that two-thirds of the shellfish beds in Drayton Harbor be downgraded from "Approved" to "Prohibited" due to a deterioration in water quality.

There are four shellfish bed classifications in the state of Washington, all based on the levels of fecal coliform bacteria extant in the water: Approved, Conditional, Restricted, and Prohibited. The levels of bacteria are determined through a formal, periodic testing program called "ambient monitoring" that takes place every two months. The Department of Health standard for fecal coliform bacteria in shellfish growing water is a geometric mean less than 14 organisms per 100 milliters; and in 10% of the samples, not exceeding 43 organisms per 100 milliters. Exceed either standard and you get downgraded. The water in Drayton Harbor barely failed the second standard. So Menzies' promising oyster beds, which had until January 11, been rated Approved, and which carried two more years of seed not yet realized, had now, for all intents and purposes, been suddenly consigned to the twilight zone.

Menzies is an energetic, optimistic man. But his voice stalls at the thought. "It pretty well blindsided me!"

Due to special consideration for his oyster business as well as to the tenuous level of failure in the ambient monitoring tests, the Department of Health has granted Menzies a reprieve of sorts by classifying Drayton Harbor Inc.'s 30 acre tract as "Restricted" rather than the fatal "Prohibited." Restricted means the oysters must be "relayed" to an Approved area to be cleansed before they can be sold. So Menzies can remain in business—relaying oysters from one bed to another at great cost to his company—long enough to harvest another two years of oyster seed. But the downgrade alone has cost him buyers, and in two years, it will cost him the business.

"It's basically a slow death," says Menzies.

To further complicate Menzies' problems, the downgraded classification was not the result of a "point source," a single identifiable polluter. According to the Department of Health, rather than one errant sewage pipe, or one culpable villain, the downgrade of his oyster beds was the cumulative upshot of multiple and various sources, or "non-point" polluters; all of them linked up through a single geographical landmark—the Drayton Harbor watershed.

Failing onsite septic systems, poor farm management practices, sewage treatment plant outfall, storm water, even process waste water discharge from seafood processors were all named as contributing factors in the downgraded quality of water. The outfall from these various sources drained down the watershed into the unwitting and otherwise pristine lap of Drayton Harbor.

"There has been no governmental will," complains Menzies, "to face the problem and solve it. It takes a downgrade like this, a closure, before anyone does anything."

That, he says bitterly, is the dark side of "crisis management."

The real point source in Menzies' mind is the lack of enforcement of regulations that protect water quality—by *all* levels of government. The policing body of government failed to cite the multudinous violations leading up to the precipitous collapse of his entrepreneurial dream.

But he also recognizes that he's just one of the little guys. "The regulators aren't concerned about the oyster business losing its beds."

These days, Menzies spends his time in civic meetings trying to find out who's responsible for this mess, trying to reconcile his loss—how to recover his business, recoup his investment—reconnoitre with his dream. But the frustration of dealing with an amorphous villain weighs heavily upon his mind.

"The nature of non-point pollution is that whenever you talk to one polluter or potential polluter, it's always somebody else, nobody takes responsibility. It's all about the way we as a society relate to the land."

Geoff Menzies got blind-sided by an externality.

The Boo Hoo Game

What really bothers Ron Arnold and Wise Use is the wimp factor in caring for the environment. "We're doing all the bad stuff in the Wise Use Movement; but we're making it possible for you to eat dinner. Even environmentalists get grumpy when they don't eat dinner."

He says we're in a war against industrial civilization. "You get this philosophy that the total output of industry is pollution." That's acting like a victim. Why is it that environmentalists are always downstream from somebody?

"We say, everybody lives upstream," says Arnold. "So you must act responsibly. The environmentalist's way is to play victim. This takes the victimness out of it. The Boo Hoo Game would stop!"

Geoff Menzies really was downstream.

Beneath this rugged approximation of psychobabble lurks the John Wayne School of environmentalism. And the John Wayne School takes a dim view of the notion that the victim of an externality, of a communal septic flush, of neighborly drift, is actually a victim. Arnold urges us toward a more manly, proactive relationship with our circumstances.

"There are courts of equity, courts of common law. You would go to a court and say: 'Hey! I've been harmed.' To stay in court you have to prove you've been harmed."

That's the John Wayne School. You takes your chances. You fights your battles. The little guy on the frontier.

That dimethoate in my lungs? Nothin' a little gin and soda wouldn't fix.

Bogged Down

In 1953, Sunny Wallace and her husband bought a 68 acre tract of land near Redmond. Her husband had graduated from the University of Pennsylvania with a graduate degree in biology, and the land they'd bought contained a beautiful 12,000 year old bog teeming with wildlife; blue water, moss on the bottom, beetles, tadpoles, and a horde of birds of every variety feeding off the fen. They thought they'd bought themselves a little piece of paradise. They called it Mystic Lake.

"People used to hunt birds there," says Wallace. "But we stopped all the hunting. We made it a bird preserve."

All was fine until 1987, when Wallace began to notice "a difference in the water fluctuation." Then the water well went dry in the winter of 1988. Next she discovered the geese and duck eggs were being drowned by water that was backing up into the bog, evidently caused by storm water draining off the roads and washes that had been slowly threading the landscape over the past two decades.

Finally, the Lake Washington School District cleared a 10 acre tract on the back edge of the lake. One day, Wallace looked out at the lake, "and here came a big slue of mud, six feet of it, full of phosphorous." A large algae bloom grew on top of the muddy water, and when the bloom turned black, the lake died. The algae used up all the oxygen.

"There wasn't a thing left alive in it."

Wallace and her husband sued the school district and King County. After four years and on the cusp of having their day in court, the Wallaces, ground down by the endless depositions and the deleterious effects of being a little guy in the big halls of justice, chose regretfully to settle out of court. They received $20,500 for their pains and a pledge from the county that in the fall of 1994 the county would go in and "retrofit" the lake. As far as the Wallaces know, the county hasn't done a thing.

"It all comes down to one thing," says Sunny Wallace. "You have the right to do with your property whatever you want to do—so long as you don't damage the rights of others."

She pauses a moment. "They had no right to misuse our property."

> **The intent seems to be to tie up the courts, to financially burden the states, and to shame the political system into a gridlocked submission...either we die by the crossed swords of initiatives and regulations, or we repeal the latter and stumble into a regulatory-free world.**

The Politics of Property

What you can or cannot do to property—That's all the rage in Congress these days—both at the federal and state levels. And it's a battle. And the outcome of that battle just may stand our notion of property rights on its head—and environmental protections in the process.

In line with the John Wayne School, we have the Republican's Contract for America, or as environmentalists joke amongst themselves, the Contract on America, a contract that takes a shotgun approach to re-writing property rights legislation and defanging environmental regulations.

Within the Contract's Job Creation and Wage Enhancement Act lies a much discussed property rights or "takings" provision. This provision would grant property owners the right to receive compensation "for any reduction in the value of property" caused by a mandated limitation, such as an environmental regulation. The "reduction" must be "not negligible." But "not negligible" is insufficiently defined as "10% or more." According to an analysis of the Contract by the Audubon Society, "...the public would have to pay whenever a public health or environmental law meant that a company's profits are 10% less than they would be if the company could simply ignore the law." Furthermore: "The proposed bill would allow a property owner to demand taxpayers' money simply by filing a claim with the federal government. Upon receipt of a request for payment, an agency would be required to suspend its regulatory action; in other words, for the cost of a 32 cent stamp, any company or individual that objected to a regulation could block its enforcement by filing a claim under the Act." The financial burden on the taxpayer would be staggering. Regulatory action could grind to a halt. Environmental protection as we know it would be a thing of the past.

JOHN CRUTCHER ©1995

Pete Erikson, an organic farm, has twice loss organic certification for his beanfield due to accidental pesticide spraying by neighboring farmers.

This provision challenges the very definition of a "takings." Simply put, a takings is a taking of property from a private individual or corporation by the state for some greater benefit to the whole of society, such as taking land to build an interstate highway. The 5th Amendment states that when a takings occurs, the individual from whom the property is taken must be duly compensated.

What the Contract challenges is how the Constitution has been interpreted. John Echeverria, Chief Counsel for the Audubon Society, considers this provision "the most extreme takings proposal" by Congress or any state legislature ever proposed. This new take on takings would turn the 5th upside down. "It represents the most fundamental threat to the 5th Amendment. It would cost millions of dollars. It benefits developers at the expense of homeowners."

For the constitution has always regarded a taking as a 100% loss of the use of property, of real property (ie., land), as opposed to personal property (cars, boats, televisions).

Not to be outdone, property rights activists in Washington state have taken the unusual, and perhaps unprecedented step, of submitting a property rights initiative directly to the legislature, bypassing the citizenry with whom initiatives are normally associated. Initiative 164 models the Contract takings provision with one major, eyebrow raising difference: I-164 does not require a "not negligible" 10% or more reduction in value. Instead, it requires no percentage value at all. It just throws open the doors to any and all perceived loss of value. Then again, the Contract throws open the doors as well; 10% might be 0% for all its vagueness.

And vagueness is the operative word it seems when it comes to property rights proposals. Like the language in the Contract, 1-164 has been universally lambasted by legal experts.

In a position statement regarding 1-164, the Executive Committee for the Environmental and Land Use Law Section of the Washington State Bar Association writes: "There is so much ambiguity and vagueness in the Initiative that its meaning and effect cannot be predicted with confidence and would have to be determined by expensive and time-consuming litigation." This Executive Committee, comprised of non-partisan legal experts in Environmental and Land Use Law, points out that the initiative promotes a boondoggle of litigation, makes regulation "more inefficient and expensive," is "incompatible with existing law," and will have "consequences beyond the regulation of land use"—I-164 could jeapardize "anti-discrimination laws, health department regulations, worker-safety laws, and business licensing requirements." Even these legal minds recognize the legal travesty that would result from passing an initiative that would thwart existing laws, and ground down the engines of the court to an exhausted, overwhelmed halt.

At a recent briefing on I-164 at the Mercer Island Community Center, John Hollowed, an attorney for the Northwest Indian Fisheries Commission, smirked as he called I-164, "The Lawyer Relief Bill." At that same meeting, Bob Mack, a land use attorney in Seattle, echoed these sentiments, noting, "I'm a Republican. I'm probably the only one here." The audience laughed.

But would the average Republican laugh if she understood the constitutional challenge set forth by I-164?

According to the WA Public Disclosure Commission, 58% of the funding for I-164 came from builders and realtors, 29% from timber, and 5% from agri-business. Industry and big business comprise 92% of the financial backers for I-164. And Ron Arnold would have you think this was a fight for the little guy. For every 92 big guys, there's only 8 of them little ones. They're the ones drinking rum and cokes in the corner.

Thirty-seven states are currently trying to push property rights initiatives similar to I-164 onto their ballots. From the perspective of this one issue, the country appears to be under anti-regulatory seige. But for all the bad things that can be said about such state level initiatives or the Republican Contract, there are grumblings among the environmental cognoscente about the fact that the real purpose behind these poorly written, political battering rams is chaos.

The intent seems to be to tie up the

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courts, to financially burden the states, and to shame the political system into a gridlocked submission—which would force a decision: either we die by the crossed swords of initiatives and regulations, or we repeal the latter and stumble into a regulatory-free world.

And then there's the "unfunded mandates" provision in the Contract: the popular conservative provision that says states should not be required to comply with Federal mandates—ie., environmental regulations—if they don't receive the necessary funding from the Federal government to carry them out. If the Fed doesn't cough up the dough, the state bears no obligation to implement the regulation.

In other words, as Echeverria of the Audubon Society puts it: "Pay polluters not to pollute." Pay states—through unfunded mandates—and pay industry—through "takings" legislation—not to destroy the environment.

Echeverria avoids endorsing this Machiavellian assessment of the Wise Use agenda, but calls the property rights activists and their misguided constitutional rebellion—libertarian lunacy. "It's a perversion of the constitution," he says, exasperated. "The constitution is being interpreted as generously as it has been at any time in our history. Leave it alone."

The John Wayne School wants it both ways. Let's quote scripture from the Founding Fathers while we ride roughshod over the constitution. Heeyah!

Duster Redux

In August of 1991, two months after regaining organic status for his beanfield, Pete Erikson was quietly working in his apple orchard when an aerial applicator began dusting the neighbor's potato field, a field that ran adjacent to his bean field with just twenty yards of dirt road to separate the two crops. There wasn't that much breeze on the Slope, so he gave the objectionable activity little thought. But a few minutes later his sister appeared, breathless, saying the wind was indeed blowing spray westward onto the bean field. Pete recognized the plane and told his sister who to call. She phoned the applicator, who radioed the plane, and the spraying stopped.

Two days later, the conditions were perfect and the plane came back to finish the job. It wasn't until after the plane had flown back over the slope that Pete smelled that all too familiar scent of poison in the air. His throat and eyes burned. He felt dizzy.

Angry and confused, Pete called Pesticides Management at the Department of Agriculture in Yakima. The next day an inspector visited the farm, took sworn statements, plant samples, and mapped the area. Though no spray visible to the naked eye had been applied to Pete's beanfield, his blackbeans were covered by as much as half of the pesticide found on the neighbor's potatoes. Pete and his farm had been subjected to what is known as "invisible drift"—the volatile chemicals vaporize under certain conditions and get carried through the air as a gas.

Almost immediately, the certification of Pete Erikson's beanfield as organic was revoked. Two years and two months after the first decertification. Pete Erikson was shattered. The unthinkable had happened again.

It is worth noting that according to The Amicus Journal, the percentage of aircraft-sprayed pesticides that reach their intended target is one-tenth of one percent.

Amazingly, the farmer who owned the potato field had earlier expressed interest in converting his fields to organic.

"But the salesman from the chemical company comes out here," says Pete, "and points out that he has a bug problem. He has to get rid of them, and the only way to do that is with their chemicals. So he has the field sprayed."

And then after the neighbor's crop is harvested, he has his field sprayed with a defolient similar in content to Agent Orange, in order to "die back" the potato plants. The defolient leaves a light, powder sugar-like residue on top of the field.

I ask Pete where the defolient goes, into the ground? He shrugs and says, "What do you think?"

Property Wrongs

Pete Erikson shows me the bean field where the spraying took place. It's all turned up, furrowed ground. The thick loam gives way underfoot. It's winter, late afternoon, yet, the air is surprisingly warm.

Pete squints, sighs heavily, and says in a slow, easeful voice, "This is a big issue. I don't think you realize how big an issue this is. The whole food chain is affected by this. To allow corporate industry to continue to sell these chemicals that are known to be bad for the food chain and bad for the environment—is a crime."

Pete Erikson speaks to something.

Corporate industry is indeed guilty of making a buck with little regard for the environment, a criticism that has been leveled since the birth of capitalism. Anti-trust laws testify to industry's inability to stop itself from amassing wealth and power. Chemical companies that dispense toxic poisons like valium to the stewards of the food chain evidently have an expedient, short-sighted, self-interested goal in mind—making money. Corporate industry, unchecked, seeks its own dominion—creating externalities aplenty in the process.

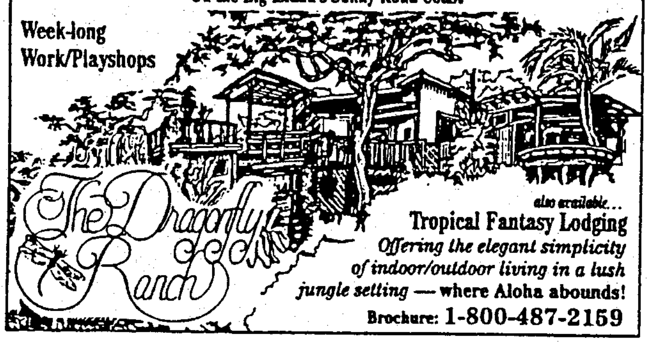
But inasmuch as we can vilify corporate greed, or its dissembling hucksters—Wise Use—we can ill afford to overlook the neighbor to neighbor property wrongs exemplified by the story of Pete Erikson. In a regulatory-free world, one has to wonder what damn fool isn't going to drag onto his land a silo full of dimethoate so's he can do a little dusting whenever the mood strikes. We live in a world that convulses daily under the weight of unprecedented polluteable firepower. Returning to the Darwinian ethos of the Old West seems hardly sensible.

Yet, even more worrisome than what industry is doing to communities, or what neighbors are doing to each other, is what Pete Erikson's neighbor is doing to himself. His neighbor is poisoning his land to make his potatos grow, and then poisoning it again to make it die. His land. His potatos. His choice.

And what the neighbor is doing, the vast majority of farmers across this country are doing. They don't need an "externality" to happen to them. They're doing it to themselves.

If these chemicals do half of what they say they do, they serve as a chiding reminder of what we're all doing to ourselves, from the way we dump chemicals on our perfect lawns, to the way we consume OJ—we're choking on our own innards, on our own internalities. And that fact shouldn't thrill the economist enamoured with free market environmentalism, where the checks and balances of internalities, and the quest for quality of life are thought to magically create that environmental equilibrium we're all so eager to get to.

For Pete Erikson, there is a whisper of happier times just behind his fading blue eyes, a whisper, perhaps before his grandfather's dreams, before his father's climbs—way before yellow airplanes with their wide wings and their toxic loads, before invisible drifts and their caustic smell—before the searching fall of his eyes toward the very ground that eludes his grasp—here in the trailing light, in that dim hour before the chill sets in—on the irrigated slope that leans ~~out toward the last rays of sun—the little guy~~ is plying his trade among the bean rows.



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“I want to be a deterrent to oppressive government.”

Ken Medenbach

BENJAMIN BRINK/The Oregonian

Ken Medenbach thinks government ownership of land is illegal. He's trying to do something about it by claiming Bureau of Land Management land near La Pine.

Land Grab

Ken Medenbach is part of the latest rebellion in the rural U.S. West

By ROB EURE
of The Oregonian staff

LA PINE — Ken Medenbach walked beyond his property line in April, plopped a shack on Bureau of Land Management land and staked out his claim to a square mile of federal land and his place among the new anti-government activists in the West.

Medenbach hung a little U.S. flag on the shack and declared that the government illegally owns and manages land in Oregon, and he was claiming his share.

“I want to be a deterrent to oppressive government,” said Medenbach, a 42-year-old drifter who has spent much of the past 20 years hiding from the government for tax evasion, driving without a license and accruing violations for makeshift housing on land he does own.

He has spent the past three months taunting the government to move him off the 640 acres, which he is giving away in 10-acre plots.

“Everybody knows that something is wrong” with the government, he said. “I just believe I know what it is.”

The BLM took its case to a U.S. District Court judge, who issued an injunction barring Medenbach from the land in May.

Jim Kenna, the agency's Deschutes area manager, admits the agency is trying not to escalate its fight with Medenbach. But he says the agency will treat the shack as abandoned property.

Medenbach, meanwhile, argues that he will not accept the authority of the federal judges he has appeared before because they are members of the Oregon State Bar, a group he believes corrupts the judicial system. He says he wants a Supreme Court judge to hear his case and a jury to decide it.

Off-the-grid types such as Medenbach aren't the only ones challenging federal land ownership. Elected officials and voters in 100 counties in five states — including six counties in Oregon — have joined the so-called Sagebrush Rebellion.

In Oregon, where the federal government owns 52 percent of the land, Coos, Grant, Lake, Union, Wallowa and Wheeler counties have adopted some form of ordinance claiming local control over public land. Douglas County has a similar measure on the ballot this fall.

When federal authorities first heard the legal arguments, they laughed them off as ridiculous. The movement's claims have been struck down in an unbroken line of court cases.

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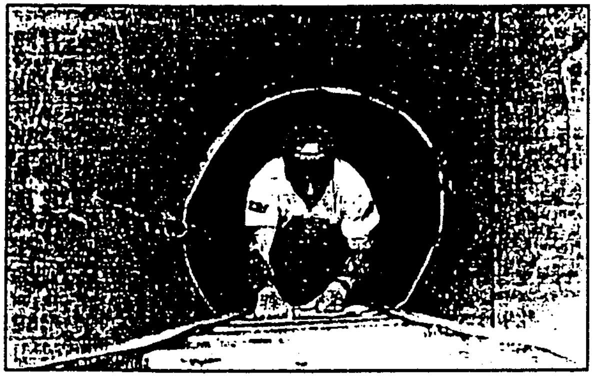
GRABBING, Page A6

Grabbing: Claims take serious turn

■ Continued from Page One



BENJAMIN BRINK/The Oregonian

Ken Medenbach leaves a tunnel system he is digging in preparation for a time when he thinks that forces from a single world government will come after him.

FEDERAL OWNERSHIP

■ The approximate percentage of land under federal ownership in 11 Western states:

State	Percent
Arizona	43
California	45
Colorado	36
Idaho	63
Montana	29
Nevada	86
New Mexico	33
Oregon	52
Utah	64
Washington	29
Wyoming	48

Source: U.S. Bureau of Land Management

But from Medenbach, a member of the former Central Oregon Militia who makes vague threats that his friends might take up arms to defend his land grab, to a Nye County, Nev., official, who backed down a U.S. Forest Service worker with a bulldozer to reopen a Forest Service road last year, the joke is over.

Twice in the past year, federal land management offices in Nevada have been bombed. Investigators suspect that anti-government sentiment may have motivated the attacks.

On Friday, a federal judge in Las Vegas will hear opening arguments in a case brought by the U.S. Department of Justice against Nye County. Government lawyers hope this case will end the armchair legal arguments behind the movement.

The rebellion claims that Western states maintain sovereignty over all public land within their borders. Rebellion participants say that the Constitution granted the federal government the right to own land only for post offices and military bases, and that the government transferred its vast Western holdings to the states when they were formed. Participants cite the Equal Footings Doctrine, which gave newer states the same rights granted the first 13 states.

"The legal issues behind this movement are not new," said Jim Sweeney, a Justice Department spokesman.

Similar arguments have been raised by counties, states and individuals at least a dozen times in this century. The feds have won each time.

"We certainly feel that we have strong legal precedent," Sweeney said.

Oregon Attorney General Ted Kulongoski spelled out the case against the rebellion this month.

The most basic flaw in the rebellion theory is that in creating new states, Congress asked them expressly to accept federal ownership of public land, Kulongoski wrote.

In Oregon's case, in the Admission Act of 1859, the state in effect acquiesced to "federal ownership of the unappropriated public lands," Kulongoski wrote.

Citing multiple cases handed down from the U.S. Supreme Court, Kulongoski argued that the federal government has the power to control and regulate its land under the property clause in the Constitution.

"While there may be substantial political arguments for greater state control over public lands ... those arguments are best advanced to Congress, not to the courts, because the courts have consistently held that the Constitution allocates full control of federal lands to Congress," he concluded.

Feds fear clamping down

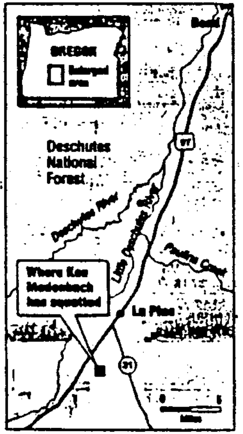
Medenbach represents a difficult case for federal authorities eager to avoid making a martyr for the cause.

He bought his five dusty acres of jack pine and tumbleweed for $700 in a government surplus sale in 1986. He has acquired abandoned cars, trailers and scrap, and he has fashioned half a dozen makeshift shelters on the property.

Medenbach buys the shells of old refrigerators from the local dump and has begun building a structure using the dirt-filled boxes as huge building blocks. He says his shacks are open to homeless people, about 50 of whom have drifted through his property during the past six years.

Medenbach, who says he is acting on divine inspiration, has begun building a system of tunnels. He says he will stock food and other supplies to live on there when the forces of a single world government come looking for him. He believes the new government will represent Armageddon.

FOREST SQUATTER



The Oregonian

Since he decided to squat on the BLM land, Medenbach's legal troubles have begun to catch up with him.

In May, as he left a federal court in Eugene where he was defending himself on the BLM trespassing charge, Oregon State Police arrested him for skipping out on a 1985 conviction for driving without a license. He spent 25 days in jail, during which the guns from his property and the chainsaw he used to cut trees on BLM property were taken.

He blames BLM for taking the saw.

He also is fighting citations from the county government for the junk in his yard.

"I'd like for things to look a little better, but I don't have the time," he said. "Besides, you don't see the mess unless you come on the property, and then you're trespassing."

Medenbach's disaffection with government has grown through the years. When he saw a newspaper article about the Central Oregon Militia, he said, "I said I gotta get in on this."

But since he made some recent threats that his militia buddies would help defend his land, Medenbach has been disowned by some of the disbanded militia's leaders. "Some of them are mad at me, some are neutral, and some would take up arms," Medenbach said.

But he admits that the threats are largely bravado.

"I wouldn't let it happen," he said. "I've been looking for some way to vent or to expose the Oregon State Bar."

Courts shut down land grabbers

The efforts of individuals claiming federal land have been no more successful than local governments' efforts.

A federal judge dismissed the case of a Nevada couple who claimed they owned grazing and water rights on the Humboldt National Forest. "Their claim flies in the face of a century of Supreme Court precedent," the court said.

Judge Edward C. Reed Jr. closed the case with a warning to the ranchers and their lawyers for bringing arguments that "border on the frivolous and sanctionable. ... They reflect a lack of research into the most basic legal concepts and principles applicable to this case, and, as noted, are directly contradicted by an unbroken line of Supreme Court precedent."

THE TORRENS SYSTEM—

How To
ESCAPE
The
TITLE INSURANCE
GOUGE

ANNE REEPLOEG FISHER

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APPENDIX

Please note that all forms are on pages which are perforated for easy removal from book.

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Order Referring Application to Examiner of Titles (2)

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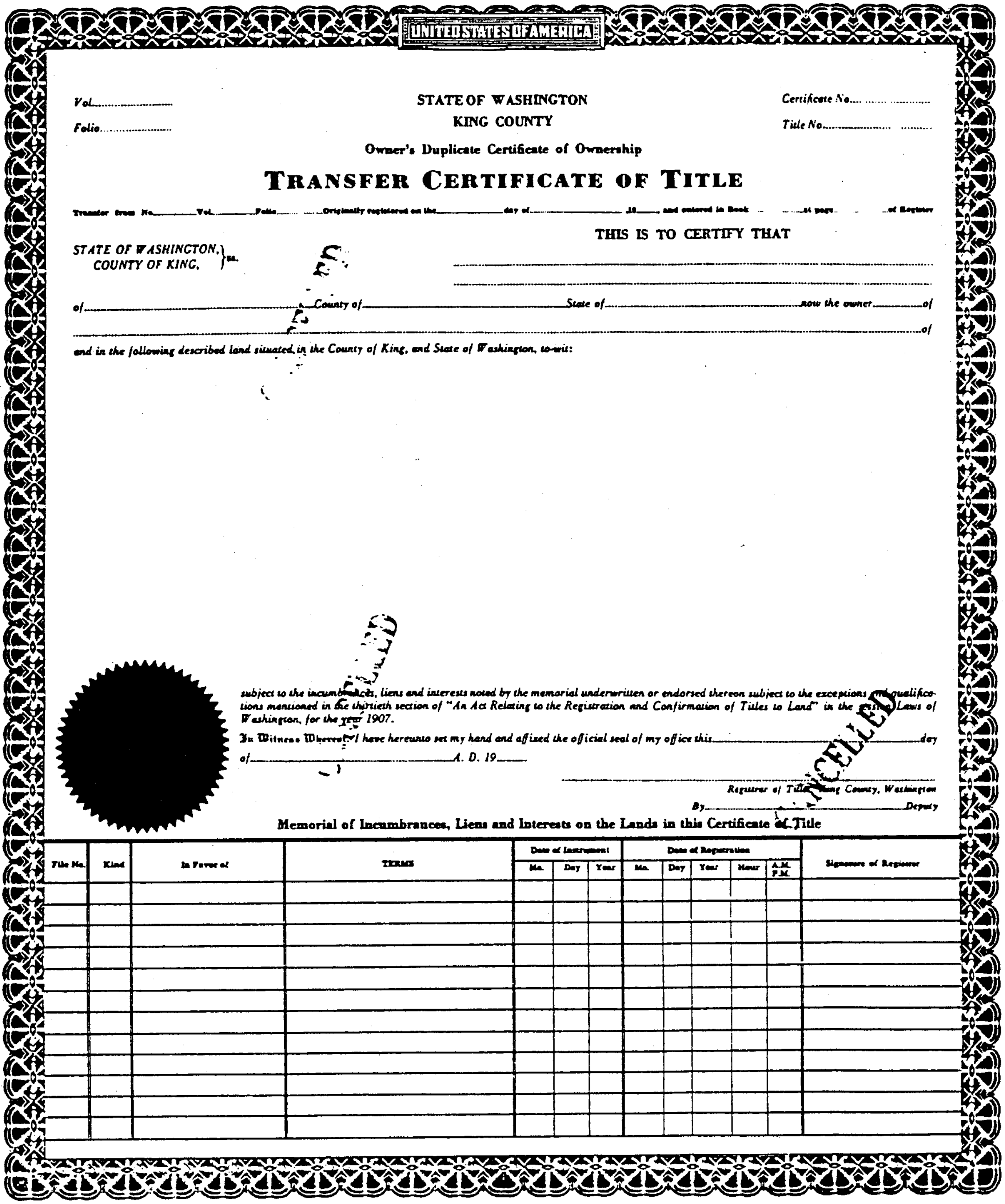
Motion and Affidavit for Order of Default (2)
('Affidavit' forms on separate pages)

Order of Default (2)

Findings of Fact and Conclusions of Law

Decree Quieting Title and Registering Land



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Vol.............

Folio.............

STATE OF WASHINGTON
KING COUNTY

Certificate No.............

Title No.............

Owner's Duplicate Certificate of Ownership

TRANSFER CERTIFICATE OF TITLE

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THIS IS TO CERTIFY THAT

STATE OF WASHINGTON,
COUNTY OF KING, } ss.

....

....

*of*____________*County of*____________*State of*____________*now the owner*______*of*

____*of*

and in the following described land situated in the County of King, and State of Washington, to-wit:

subject to the incumbrances, liens and interests noted by the memorial underwritten or endorsed thereon subject to the exceptions and qualifications mentioned in the thirtieth section of "An Act Relating to the Registration and Confirmation of Titles to Land" in the session Laws of Washington, for the year 1907.

*In Witness Whereof, I have hereunto set my hand and affixed the official seal of my office this*____________*day of*____________*A. D. 19*____

____
Registrar of Titles, King County, Washington

*By*________________________*Deputy*

CANCELLED

Memorial of Incumbrances, Liens and Interests on the Lands in this Certificate of Title

File No.	Kind	In Favor of	TERMS	Date of Instrument			Date of Registration					Signature of Registrar
				Mo.	Day	Year	Mo.	Day	Year	Hour	A.M. P.M.	

Summary of Torrens System Provisions

(Washington State)

The owner of registered land may deal with it fully—he may use forms of deed, trust deeds, mortgages, leases. All records and papers relating to registered land in the office of the Registrar of Titles are open to public inspection in the same manner as papers and records in the office of the county clerk and auditor. Certified copies of all instruments filed and registered may be obtained from Registrar for the same fee as that charged by clerk or auditor for certified copy.

Registered land may be sold, or partitioned, by executing a deed to be filed with the Registrar of Titles in county where land is located, and surrendering owner's duplicate certificate. Both original and duplicate will be marked "Cancelled". A new certificate of title and a new owner's duplicate will be issued to new owner. If only a portion of land is retained, a new certificate will be issued for that part.

The owner of registered land may mortgage or encumber the property in the same manner as unregistered land. The owner's duplicate must be presented to Registrar with mortgage deed. Appropriate notations are made on both, describing the instrument at time of filing, the file number and reference to volume and page of register. The Registrar, if requested, will make out "Mortgagee's duplicate" for a fee of $1.00. When the mortgage is satisfied, the mortgage duplicate is stamped "Cancelled". The same procedure is used for a lease of 3 or more years. (A lease for less than three years is considered a contract between the parties.) A mortgage on registered land may be discharged in whole or in part by the mortgagee the same as with unregistered land. All liens, attachments, etc., go through similar procedures.

In the event that an owner's duplicate certificate is lost, mislaid or destroyed, the owner may make out an affidavit relating the circumstances, file this with the Registrar who will issue a new owner's duplicate marked "Certified copy of owner's duplicate certificate." In the event an owner's certificate is withheld, the court may under certain circumstances order the registered owner or any person withholding the certificate to produce or surrender same. If the owner cannot be found, the court may annul the certificate and order a new one to be entered. Similar procedures are appropriate when mortgagee's or lessee's duplicate is withheld.

Registration is deemed an agreement running with the land and binding upon the applicant and the successors forever, unless the land is withdrawn from registration. Withdrawal from registration will not affect any proceedings begun prior to withdrawal.

Where two or more persons are registered owners as tenants in common or otherwise, one owner's duplicate certificate can be issued for the entirety, or a separate duplicate may be issued to each owner for his undivided share.

An owner of registered land may subdivide the property into lots, blocks or acre tracts by filing with the registrar of titles a plat of the land as subdivided, in the same manner and subject to the same rules of law and restrictions as provided for platting land that is not registered.

Any person sustaining loss or damage, through any omission, mistake or misfeasance of any of the officials in connection with any certificate or entry in the register of titles, or cancellation, and who is barred from recovery by provision of the statute, may bring an action against the treasurer of the county in which such land is situated, for the recovery of damages to be paid out of the assurance fund.

If loss or damage is caused by fraud or wrongful act of some person or persons other than the public officials, or jointly involving the officials and others, the action shall be brought against both the county treasurer and such other persons involved. Under such circumstances, efforts shall be made to recover damages from the other defendants and if any amount remains uncollected, the court shall order final judgment ordering the treasurer to pay remainder out of the assurance fund. If such funds are at that time insufficient, the unpaid balance will draw interest at the legal rate to be paid as soon as funds are available. Except in the case of a minor or a person who is insane, imprisoned, or absent from the United States, such proceedings must be taken within a period of six years.

Anyone unlawfully stealing or carrying away a certificate of title or duplicate certificate may be charged with grand larceny, and upon conviction, punished accordingly. Also, anyone who knowingly swears falsely to any statement required under the act, will be liable to the statutory penalty therefor. Similarly, any person convicted of fraud, false entries, forgery or other unlawful acts in connection with the registration of title to property, will be liable to fines or imprisonment as provided under the statute.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

DECREE QUIETING TITLE AND REGISTERING LAND

Because the two documents titled "FINDINGS OF FACT and CONCLUSIONS OF LAW" and "DECREE QUIETING TITLE and REGISTERING LAND" may vary considerably from case to case, and applicant may prefer to have an attorney prepare these documents, the following reproductions are provided as illustrations of the general form.

R.C.W. Chapter 65.12

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR..COUNTY

In the Matter of the Application of		No............................
....	PETITION	
....		
to register the title to the land hereinafter described.		Sub. No...................

TO THE HONORABLE JUDGES OF THE ABOVE ENTITLED COURT:

...........hereby make application to have registered the title to the land hereinafter described and to have the title thereto declared and decreed in the undersigned, and....... do solemnly swear that the answers to the questions herewith, and the statements herein contained, are true to the best of........knowledge, information and belief.

Name and place of residence of the applicant.

I.

Name ....

....place of residence is..

....

....

Whether the applicant is married or not and name and residence of spouse.

II.

The applicant....................married, and is of legal age.

....

....

III.

The description of the land sought to have registered is:

1

Assessed Valuation.

The assessed valuation of the above described property (exclusive of improvements thereon), according to the last official assessment for the year..............., being..... ....Dollars ($................................)

Applicant's estate or interest in the same, and whether the same is subject to homstead exemption.

IV.

The applicant's estate in said land is

Names of all persons or parties who appear of record to have any title, claim, estate, lien or interest in the lands described in the application for registration.

V.

The following-named have (Title, Claim, Estate or Interest) in the land described in this application for registration, viz.:

Whether the land is occupied or unoccupied by any other person than applicant, the name and post office address of each occupant, and what estate he has or claims in the land.

VI.

The said land is..................occupied.

Whether the land is subject to any lien or encumbrances, and if any, give the nature and amount of the same, and if recorded, the book page of record; also give the name and post office address of each holder thereof.

VII.

Whether any other person has any estate or claims any interest in the land, in the law or equity, in possession, remainder, reversion or expectancy, and if any, set forth the name and post office address of every such person and the nature of his estate or claim.

VIII.

In case it is desired to settle or establish boundary lines, the name and post office addresses of all the owners of the adjoining lands that may be affected thereby, as far as he is able upon diligent inquiry, to ascertain same.

IX.

That the boundary lines are................disputed.

If the application is on behalf of a minor, the age shall be entered.

X.

When the place of residence of any person is unknown, it may be so stated if the applicant will also state that upon diligent inquiry he has been unable to ascertain the same.

XI.

Other facts connected with said land and appropriate to be considered in this registration proceedings are:

XII.

Therefore applicant prays this Honorable Court to find and declare that .... the absolute owner in fee simple of the aforesaid lands and premises, and that it be further decreed that no person or party has any title or interest therein, except the parties herein set forth, and that all parties except the parties hereinbefore mentioned be restrained and enjoined from asserting any title or interest in said premises, and further for an order that the Registrar of Titles register the title to said premises as provided by law and for such other and further relief as may be meet and proper in the premises.

....

....

....

Applicant....

SUBSCRIBED AND SWORN to before me this................................day of..., 19.......

....

Notary Public in and for the State
of Washington, residing at...................... .... .

4

If the application is on behalf of a minor, the age shall be entered.

X.

When the place of residence of any person is unknown, it may be so stated if the applicant will also state that upon diligent inquiry he has been unable to ascertain the same.

XI.

Other facts connected with said land and appropriate to be considered in this registration proceedings are:

XII.

Therefore applicant prays this Honorable Court to find and declare that .... the absolute owner in fee simple of the aforesaid lands and premises, and that it be further decreed that no person or party has any title or interest therein, except the parties herein set forth, and that all parties except the parties hereinbefore mentioned be restrained and enjoined from asserting any title or interest in said premises, and further for an order that the Registrar of Titles register the title to said premises as provided by law and for such other and further relief as may be meet and proper in the premises.

....

....

....

Applicant....

SUBSCRIBED AND SWORN to before me this..................................day of.., 19.......

....

Notary Public in and for the State
of Washington, residing at..................... .....

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR...COUNTY

....,
Plaintiff,

vs.

and all other persons or parties unknown, claiming any right, title, estate, lien or interest in the real estate, described in the application herein,
Defendants.

No.........................

Sub. No.................

SUMMONS ON APPLICATION FOR REGISTRATION OF LAND

THE STATE OF WASHINGTON,

To the above named defendants:

You are hereby summoned and required to answer the application of the applicant plaintiff in the above entitled application for registration of the following land situate in...County, Washington, to wit:

and to file your answer to the said application in the office of the clerk of said court, in said county, within twenty days after the service of this summons upon you, exclusive of the day of such service; and if you fail to answer the said application within the time aforesaid, the applicant plaintiff in this action will apply to the court for the relief demanded in the application herein.

Witness, ..., clerk of said court and the seal thereof, at..., in said county and state, this...................................day of ...., 19.......

....

CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR.............................. ....COUNTY

In the Matter of the Application of .... to register the title to the land hereinafter described.	No......................... Sub. No................ ORDER REFERRING APPLICATION TO EXAMINER OF TITLES

THIS MATTER having come on regularly before the undersigned, and it appearing that the petition of... to register title to certain land described in said petition has been filed with the Clerk of this Court and that an Abstract of Title, pursuant to R.C.W. 65.12.085, has been filed with said Clerk, now, therefore, it is

ORDERED that, pursuant to R.C.W. 65.12.110, the said application be and it hereby is referred to.. ..... Examiner of Titles for.................................. ....County, who shall proceed to examine into the title and into the truth of the matter set forth in the application, and, particularly into the matters set forth and specified in R.C.W. 65.12.110 and, thereafter, who shall file in this cause a report thereon, including a certificate of his opinion upon the title.

DONE IN OPEN COURT this...... ....day of....................................., 19......

....

JUDGE

PRESENTED BY:

....

, Pro se

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR...COUNTY

....,
Plaintiff,

vs.

and all other persons or parties unknown, claiming any right, title, estate, lien or interest in the real estate, described in the application herein,
Defendants.

No..........................

Sub. No................

ORDER OF DEFAULT

THIS MATTER having come on regularly for hearing in open court on the motion of the plaintiff, the Court having considered the file and it appearing that the defendant ....above named was served with Summons and Complaint on the..., and that all other persons or parties unknown, claiming any right, title, estate, lien or interest in the real estate described in the application herein, were served with Summons and Complaint by publication in the .... on the................., ... and..................days of......................................, 19......, and that more than twenty-one (21) days have elapsed since......................................., but that they have wholly failed to file an appearance, answer or move against plaintiff's complaint in any way; and the court being fully advised in the premises; now, therefore

IT IS ORDERED, ADJUDGED and DECREED that the defendant.................. ....and all other parties or persons unknown, are in default.

DONE IN OPEN COURT this.........................day of...................................., 19....

....
JUDGE

PRESENTED BY:

....
, Pro se

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

Plaintiff,) NO. 54544
vs.) SUB NO. 206
A. PUGET SOUND POWER & LIGHT COMPANY) FINDINGS OF FACT and CONCLUSIONS OF LAW
B. DESMOINES SEWER DISTRICT)
C. STATE OF WASHINGTON)
D. All other persons or parties unknown, claiming any right, title, estate, lien or interest in the real estate described in the application herein,)
Defendants.)

THIS MATTER having come on regularly for hearing before the undersigned, one of the Judges of the above-entitled court, the plaintiff, appearing pro se, the defendant Puget Sound Power & Light Company, a corporation, having herotofore been ordered in default for failure to answer or appear herein, the defendant Des Moines Sewer District having heretofore filed its answer praying that the plaintiff's application be granted, the defendant State of Washington having heretofore filed its disclaimer, disclaiming any right, title or interest in and to the real property herein, and all other persons or parties unknown, claiming any right, title, estate, lien or interest in the real property herein having heretofore been ordered in default, and the plaintiff having testified in support of her application, now, therefore, the court having considered the file and records therein makes its

FINDINGS OF FACT

1. That is of legal age and resides at County, Washington. That is married and is a citizen of the United States. That she owns, in fee simple, the following described real property:

2. That the assessed valuation of said property, according to the last official assessment prior to the filing of the application herein was That all real property taxes assessed and due against the real property are paid in full. That said property is not subject to any homestead exemption of the applicant.

3. That no persons or parties have any title, claim, estate, lien or interest of record in said land described in this application for registration, with the exception of the following:

A. Easement for electric transmission and distribution line, together with necessary appurtenances, granted by instrument recorded on May 29, 1945, under Auditor's file No. 3474226, which easement is in favor of Puget Sound Power & Light Company, a corporation, the exact location of said easement is undeterminable from the easement instrument. Said easement contains the rights of access for purposes of maintenance and repair and the rights to cut all brush and timber and trim all trees standing or growing which constitute a menace or danger to said line.

B. Easement affecting a portion of said premises and for the purpose stated, as granted by instrument recorded on August 17, 1964, under King County Auditor's file No. 5774912, in favor of Des Moines Sewer District, a municipal corporation, which easement was given for sewer mains.

4. That there are no disputes regarding any of the boundary lines of said real property.

5. That Examiner of Titles for King County has heretofore filed his Examiner's Report stating his opinion that the applicant has proper title to the described premises for registration.

From the foregoing findings of fact and from the file and records herein, the court now makes its

CONCLUSIONS OF LAW

1. That the applicant is entitled to a decree confirming the title of the applicant and ordering registration of such title subject to the easements in favor of Puget Sound Power & Light Company, a corporation, and Des Moines Sewer District, a municipal corporation, as set forth above.

2. That said decree should bind the land, and quiet the title thereto and should be forever binding and conclusive upon all persons, whether mentioned by name in the application, or included in "all other persons or parties unknown, claiming any right, title, estate, lien or interest in, to, or upon the real estate described in the application herein".

DONE IN OPEN COURT this __________ day of ______ 1968.

____
JUDGE

PRESENTED BY:

____
Pro se

APPROVED FOR ENTRY

____
Examiner of Title

Findings of Fact & Conclusions of Law

-3-

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

Plaintiff,

vs.

A. PUGET SOUND POWER & LIGHT COMPANY
B. DES MOINES SEWER DISTRICT
C. STATE OF WASHINGTON
D. All other persons or parties unknown, claiming any right, title, estate, lien or interest in the real estate described in the application herein,

Defendants.

NO. 54544

SUB NO. 206

DECREE QUIETING TITLE AND REGISTERING LAND

THIS MATTER having come on regularly for hearing before the undersigned, one of the Judges of the above-entitled court, the court having heretofore entered its Findings of Fact and Conclusions of Law, and being fully advised in the premises, now, therefore,

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. That title in and to the following described real property be and it hereby is declared and quieted in an unmarried of legal age:

Decree Quieting Title and
Registering Land -1-

2. That no persons or parties have any title, claim, estate, lien or interest in said land above described except as follows:

A. Easement for electric transmission and distribution line, together with necessary appurtenances, granted by instrument recorded on May 29, 1945, under Auditor's file No. 3474226, which easement is in favor of Puget Sound Power & Light Company, a corporation, the exact location of said easement is undeterminable from the easement instrument. Said easement contains the rights of access for purposes of maintenance and repair and the rights to cut all brush and timber and trim all trees standing or growing which constitute a menace or danger to said line.

B. Easement affecting a portion of said premises and for the purpose stated, as granted by instrument recorded on August 17, 1964, under King County Auditor's file No. 5774912, in favor of Des Moines Sewer District, a municipal corporation, which easement was given for sewer mains.

3. That this Decree of Registration be and it hereby is binding upon the land and be and it hereby is forever binding and conclusive upon all persons, whether mentioned by name in the application, or included in "all other persons or parties unknown, claiming any right, title, estate, lien or interest in, to, or upon the real estate described in the application herein," and this decree shall not be opened for any reason except as provided in RCW 65.12.

4. The Registrar of Land Titles for King County be and he hereby is directed to register the above-described real property as registered land in

accordance with this decree and in accordance with RCW Chapter 65.12, showing fee simple title in the applicant, and showing the easements in favor of Puget Sound Power & Light Company, a corporation, and Des Moines Sewer District, a municipal corporation.

5. That the Clerk of the above-entitled court be and he hereby is directed, immediately upon the filing of this decree, to file a certified copy of this decree in the office of the Registrar of Titles for King County, Washington.

The Clerk further is directed to indicate on this decree the date of the year, day, hour, and minute of its entry.

DONE IN OPEN COURT this __________ day of __________.

____
JUDGE

PRESENTED BY:

____
Pro se

APPROVED FOR ENTRY:

____
Examiner of Titles

251264

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
Timothy James : Henderson
c/o POB 611
White Salmon Washington 72
Non Demestic, Zip exempt

FILED FOR RECORD
KLICKITAT COUNTY AUDITOR
96 JAN 18 PM 4:43

FILED BY T.J. Henderson
RETURN TO Same
VOL 330 PAGE 519-524
RECORDER'S USE

DECLARATION OF ASSIGNEE'S UPDATE OF PATENT

PATENT NUMBER 5399

KNOW ALL MEN BY THESE PRESENTS: THAT Timothy James : Henderson AND KATHERINE PRAIRIE : HENDERSON DO SEVERALLY CERTIFY AND DECLARE THAT WE (WE/I) BRING UP THIS LAND PATENT IN OUR (OUR/MY) NAME(S):

(1) THE CHARACTER OF SAID PROPERTY SO SOUGHT TO BE PATENTED, AND LEGALLY DESCRIBED AND REFERENED UNDER PATENT NUMBER LISTED ABOVE IS: Lots 25 and 26, Block 1, BRIDLEWOOD MEADOWS and Lot 8, Block 2, BRIDLEWOOD MEADOWS ALL In the NE1/4 of Section 10 Township 3 north Range 12 East of Willamette Meridian in Washington, Domicled in Klickitat County.

(LEGAL DESCRIPTION)

(1) NOTICE OF PRE-EMPTIVE RIGHT, PURSUANT TO THE DECLARATION OF INDEPENDENCE (1776), THE TREATY OF PEACE WITH GREAT BRITAIN (8 STAT.80) KNOWN AS THE TREATY OF PARIS (1793, AN ACT OF CONGRESS)(3 STAT.566, APRIL 24, 1820), THE OREGON TREATY (9 STAT. 869, JUNE 15, 1846), THE HOMESTEAD ACT (12 STAT. 392, 1862) AND 43 USC SECTIONS 57, 59, AND 83; THE RECIPIENT HEREOF IS MANDATED BY ART. VI SECTIONS 1, 2, AND 3; ART. IV SECTIONS I CL. 1, & 2; SECTION 2 CL. 1 & 2; SECTION 4; the 4TH, 7TH, AND 10TH AMENDMENTS (U.S. CONSTITUTION, 1781-91) TO ACKNOWLEDGE ASSIGNEE'S UPDATE OF PATENT PROSECUTED BY AUTHORITY OF ART. III SECTION 2 CL. 1 & 2 AND ENFORCED BY ORIGINAL/EXCLUSIVE JURISDICTION THEREUNDER AND IT IS THE ONLY WAY A PERFECT TITLE CAN BE HAD IN OUR NAMES, WILCOX vs. JACKSON, 13 PET. (U.S.) 498, 10 1.ED.264; ALL QUESTIONS OF FACT DECIDED BY THE GENERAL LAND OFFICE ARE BINDING EVERYWHERE, AND INJUNCTIONS AND MANDAMUS PROCEEDINGS WILL NOT LIE, AGAINST IT, LITCHFIELD vs. THE REGISTER, 9 WALL. (U.S.) 575, 19 L. ED. 681. THIS DOCUMENT IS INSTRUCTED TO BE ATTACHED TO ALL DEEDS AND/OR CONVEYANCES IN THE NAME(S) OF THE ABOVE PARTY(IES) AS REQUIRING RECORDING OF THIS DOCUMENT IN A MANNER KNOWN AS NUNC PRO TUNC (AS IT SHOULD HAVE BEEN DONE IN THE BEGINNING), BY ORDER OF THE UNITED STATES SUPREME LAW MANDATE AS ENDORSED BY CASE HISTORY CITED.

(2) NOTICE AND EFFECT OF A LAND PATENT, A GRANT OF LAND IS A PUBLIC LAW STANDING ON THE STATUTE BOOKS OF THE STATE OF Washington (YOUR STATE), AND IS NOTICE TO EVERY SUBSEQUENT PURCHASER UNDER ANY CONFLICTING SALE MADE AFTERWORD: WINEMAN vs. GASTRELL, 54 FED 819, 4 CCA 596, 2 US APP 581. A PATENT ALONE PASSES TITLE TO THE GRANTEE; WILCOX vs JACKSON, 13 PET (U.S.) 498, 10 L. ED. 264. WHEN THE UNITED STATES HAS PARTED WITH TITLE BY A PATENT LEGALLY ISSUED, AND UPON SURVEYS LEGALLY MADE BY ITSELF AND APPROVED BY THE PROPER DEPARTMENT, THE TITLE SO GRANTED CANNOT BE IMPAIRED BY ANY SUBSEQUENT SURVEY MADE BY THE GOVERNMENT FOR ITS OWN PURPOSES; CAGE vs. DANKS, 13, LA.ANN. 128. IN THE CASE OF EJECTMENT, WHERE THE QUESTION IS WHO HAS THE LEGAL TITLE, THE PATENT OF THE GOVERNMENT IS UNASSAILABLE, SANFORD vs. SANFORD, 139 US 642. THE TRANSFER OF LEGAL TITLE

(PATENT) TO PUBLIC DOMAIN GIVES THE TRANSFEREE THE RIGHT TO POSSESS AND ENJOY THE LAND TRANSFERRED, GIBSON vs. CHOUTEAU, 80 US 92. A PATENT FOR LAND IS THE HIGHEST EVIDENCE OF TITLE AND IS CONCLUSIVE AS EVIDENCE AGAINST THE GOVERNMENT AND ALL CLAIMING UNDER JUNIOR PATENTS OR TITLES, UNITED STATES vs. STONE, 2 US 525, ESTOPPEL HAS BEEN MAINTAINED AS AGAINST A MUNICIPAL CORPORATION (COUNTY), BEADLE vs. SMYSER, 209 US 393, UNTIL IT ISSUES, THE FEE IS IN THE GOVERNMENT, WHICH BY THE PATENT PASSES TO THE GRANTEE, AND HE IS ENTITLED TO ENFORCE POSSESSION IN EJECTMENT, BAGNELL vs. BRODERICK, 13 PETER (US) 436. STATE STATUTES THAT GIVE LESSER AUTHORITATIVE OWNERSHIP OF TITLE THAN THE PATENT CAN NOT EVEN BE BROUGHT INTO FEDERAL COURT, LANGDON vs. SHERWOOD, 124 U.S. 74, 80. THE POWER OF CONGRESS TO DISPOSE OF ITS LAND CANNOT BE INTERFERED WITH, OR ITS EXERCISE EMBARRASSED BY AND STATE LEGISLATION; NOR CAN SUCH LEGISLATION DEPRIVE THE GRANTEES OF THE UNITED STATES OF THE POSSESSION AND ENJOYMENT OF THE PROPERTY GRANTED BY REASON OF ANY DELAY IN THE TRANSFER OF THE TITLE AFTER THE INITIATION OF PROCEEDINGS FOR ITS ACQUISITION. (GIBSON vs. CHOUTEAU, 13 WAL. (U.S.) 92,93.

(3) LAND TITLE AND TRANSFER THE EXISTING SYSTEM OF LAND TRANSFER IS A LONG AND TEDIOUS PROCESS INVOLVING THE OBSERVANCE OF MANY FORMALITIES AND TECHNICALITIES, A FAILURE TO OBSERVE ANY ONE OF WHICH MAY DEFEAT THE TITLE. EVEN WHERE THESE HAVE BEEN MOST CAREFULLY COMPLIED WITH, AND WHERE THE TITLE HAS BEEN TRACED TO ITS SOURCE, THE PURCHASER MUST BE AT HIS PERIL, THERE ALWAYS BEING, IN SPITE OF THE UTMOST CARE AND EXPENDITURE, THE POSSIBILITY THAT HIS TITLE MAY TURN OUT BAD; YEAKLE, TORRENCE SYSTEM. 209. PATENTS ARE ISSUED (AND THEORETICALLY PASSED) BETWEEN SOVEREIGNS LEADING FIGHTER vs. COUNTY OF GREGORY, 230 N.W.2d 114, 116 THE PATENT IS PRIMA FACIE CONCLUSIVE EVIDENCE OF TITLE, MARSH vs. BROOKS, 49 U.S.223,233.

AN ESTATE IN INHERITANCE WITHOUT CONDITION, BELONGING TO THE OWNER AND ALIENABLE BY HIM, TRANSMISSABLE TO HIS HEIRS ABSOLUTELY AND SIMPLY, IS AN ABSOLUTE ESTATE IN PERPETUITY AND THE LARGEST POSSIBLE ESTATE A MAN CAN HAVE BEING IN FACT ALLODIAL IN ITS NATURE, STANTON vs. SULLIVAN, 63 R.I. 216 7 A.696. THE ORIGINAL MEANING OF A PERPETUITY IS AN INALIENABLE, INDUSTRUCTIBLE INTEREST. BOUVIER'S LAW DICTIONARY, VOLUME IIIP.2570, (1914)

IF THIS LAND PATENT IS NOT CHALLENGED, AS STATED ABOVE, WITHIN 60 DAYS IT THEN BECOMES OUR/MY PROPERTY, AS NO ONE ELSE HAS FOLLOWED THE PROPER STEPS TO GET LEGAL TITLES, THE FINAL CERTIFICATE OR RECEIPT ACKNOWLEDGING THE PAYMENT IN FULL BY A HOMESTEADER OR PREEMPTOR IS NOT LEGAL EFFECT A CONVEYANCE OF LAND. U.S. vs STEENERSON, 50 FED 504, 1 CCA 552, 4 U.S. APP. 332

A LAND PATENT IS A CONCLUSIVE EVIDENCE THAT THE PATENT HAS COMPLIED WITH THE ACT OF CONGRESS AS CONCERNS IMPROVEMENTS ON THE LAND, ETC., JANKINS vs. GIBSON, 3 LA ANN 203

(4) LAW ON RIGHTS, PRIVILEGES, AND IMMUNITIES; TRANSFER BY PATENTEE..."TITLE AND RIGHTS OF BONA FIDE PURCHASER FROM PATENTEE....WILL BE PROTECTED. UNITED STATES vs. DEBELL, 227 F 760 (C8 SD 1915), UNITED STATES vs. BEAMON, 242 F 876, (CA8 COLO.1917); STATE vs. HEWITT LAND CO., 74 WASH 573, 134 P 474, FROM 43 USC & 15 n 44.

AS AN ASSIGNEE, WHETHER HE BE THE FIRST, SECOND OR THIRD PARTY TO WHOM TITLE IS CONVEYED SHALL LOSE NONE OF THE ORIGINAL RIGHTS, PRIVILEGES OR IMMUNITIES OF THE ORIGINAL GRANTEE OF LAND PATENT. "NO STATE SHALL IMPAIR THE OBLIGATIONS OF CONTRACT:. UNITED STATES CONSTITUTION ARTICLE I SECITON 10.

(5) EQUAL RIGHTS; PRIVILEGES AND IMMUNITIES ARE FURTHER PROTECTED UNDER THE 14TH AMENDMENT TO THE U.S. CONSTITUTION. "NO STATE....SHALL DENY TO ANY PERWON WITHIN ITS JURISDICTION THE EQUAL PROTECTION OF THE LAWS."

IN CASES OF EJECTMENT, WHERE THE QUESTION IS WHO HAS THE LEGAL TITLE THE PATENT OF THE GOVERNMENT IS UNASSAILABLE, SANFORD vs. SANFORD, 139 U.S. 642, 35 L ED 290

IN FEDERAL COURTS THE PATENT IS HELD TO BE THE FOUNDATION OF TITLE AT LAW. FENN vs. HOLMES, 21 HOWARD 481.

IMMUNITY FROM COLLATERAL ATTACK: COLLINS vs. BARLETT, 44 CAL 371; WEBER vs. PERE MARQUETTE BOOM CO., 62 MICH 626, 30 N.W. 469; SURGET vs. DOE, 24 MISS 118; PITTSMONT COPPER CO. vs. VANINA, 71 MONT. 44, 227 PAC 45; GREEN vs. BARKER 47 NEB 934 66 NW 1032

(6) DISCLAIMER; ASSIGNEE'S SEIZEN IN DEED, AND LAWFULL ENTRY IS INCLUSIVE OF SPECIFICALLY THAT CERTAIN LEGALLY DESCRIBED PORTION OF THE ORIGINAL LAND GRANT OR PATENT NO. 5399 AND NOT THE WHOLE THEREOF, INCLUDING HEREDITAMENT, TENEMENTS, PRE-EMPTION RIGHTS APPURTENANT THERETO. THE RECORDING OF THIS INSTRUMENT SHALL NOT BE CONSTRUED TO DENY OR INFRINGE UPON ANY OTHERS RIGHT TO CLAIM THE REMAINING PORTION THEREOF. ANY CHALLENGES TO THE VALIDITY OF THIS DECLARATION & NOTICE ARE SUBJECT TO THE LIMITATIONS REFERENCED HEREIN. ADDITIONALLY; A COMMON COURTESY OF SIXTY (60) DAYS IS STIPULATED FOR ANY CALLENGES HERETO, OTHERWISE, LACHES/ESTOPPEL SHALL FOREVER BAR THE SAME AGAINST ALLODIAL FREEHOLD ESTATE; ASSESSMENT LIEN THEORY TO THE CONTRARY (ORS 275.130), INCLUDED

(7) I AM A SOVEREIGN "citizen" of these "united states".

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS DECLARATION, CERTIFIED COPY OF ORIGINAL LAND GRANT OR PATENT, DECLARATION OF HOMESTEAD (STRIKE OUT IF NOT APPLICABLE), LEGAL DESCRIPTION OF PORTION OF SAID GRANT OR PATENT.

Timothy James : Henderson
Katherine Prairie : Henderson
ASSIGNEE(S)

STATE OF Washington)
COUNTY OF Klickitat) ss

SUBSCRIBED AND SWORN BEFORE ME TIMOTHY JAMES : HENDERSON and KATHERINE PRAIRIE : HENDERSON THIS 18th DAY OF January, 1996

Betty Lou Hunsaker
NOTARY PUBLIC, STATE OF WASHINGTON

MY COMMISSION EXPIRES: 1-10-97

NOTARY PUBLIC
STATE OF WASHINGTON
BETTY LOU HUNSAKER
My Appointment Expires JAN 10, 1997

WHEN Recorded, Return to:

Declaration Of Homestead

1. I/We, Timothy James : Henderson
Katherine Prairie : Henderson Do Hereby Declare:

That My/Our Mailing Address For My/Our Homestead Is :

Lots 25+26 Block 1 and Lot 8 Block 2 of Bridlewood Meadows ALL in the NE¼ of Section 10 Township 3 North Range 12 East of Willamette Meridian in Washington.

3. I/We Am/Are Now Residing On The Land And Premises Located In The City Of Lyle, County Of Klickitat State Of Washington, Know And Legally Described As Follows. Lots 25+26, Block 1 and Lot 8, Block 2 of Brdlewood Meadows ALL in the NE¼ of Section 10 Township 3 North Range 12 East of Willamette Meridian in Washington Domicled In Klickitat County.

4. I/We Hereby Declare And Claim Said Premises As A Homestead.

5. No Further Declaration Of Homestead Has Been Made By Me/Us Except As Has Been Abandoned.

Date:______________ x Timothy James : Henderson
x Katherine Prairie : Henderson

State Of Washington]Ss.
County Of Klickitat]

TIMOTHY JAMES : HENDERSON and I/We KATHERINE PRAIRIE : HENDERSON, Being Duly Sworn On Oath, Deposes And Says: That As Signer To This Declaration Of Homestead, All Statements Made Herein Are True And Correct, To The Best Of My/Our Knowledge And Belief. Subscribed And Sworn To Before Me,

This 18th Day Of January 19 96

Betty Lou Hunsaker
Notary Public.....

Commission Expires 1-10-97

NOTARY PUBLIC
STATE OF WASHINGTON
BETTY LOU HUNSAKER
My Appointment Expires JAN 10, 1997

4-773 A.

Homestead Certificate No. 5399.

Application 10567.

THE UNITED STATES OF AMERICA.

To all to whom these Presents shall come, Greeting:

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Vancouver Washington, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of John W. Shaver has been established and duly consummated, in conformity to law, for the North half of the North East quarter of Section ten and the North half of the North West quarter of Section eleven in Township three North of Range twelve East of Willamette Meridian in Washington, containing one hundred and sixty acres

according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

Now know ye that there is, therefore, granted by the United States unto the said John W. Shaver the tract of Land above described: To have and to hold the said tract of Land with the appurtenances thereof, unto the said John W. Shaver and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof, I Theodore Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the fifteenth day of November, in the year of our Lord one thousand nine hundred and four, and of the Independence of the United States the one hundred and twenty-ninth.

SEAL

By the President: T. Roosevelt

By F. M. McKean, Secretary.

C. H. Brush, Recorder of the General Land Office.

VOL 330 PAGE 523

96 MAR 25 AM 10: 43

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Timothy James : Henderson
c/o P.O. Box 611
White Salmon, Washington [98672]
Non-Domestic, Zip Exempt

FILED BY T.J. Henderson
RETURN TO Same
VOL 332 PAGE 604
RECORDER'S USE

252260

Certificate of Withdrawal of Title to Land from Registry

RCW 65.12.235 Certificate of withdrawal.

Upon the filing of such application and the payment of a fee of five dollars, the registrar of titles, if it shall appear that the application is signed and acknowledged by all the registered owners of said land, shall issue to the [applicant] a certificate in substantially the following form:

This is to certify That Timothy James : Henderson and Katherine Prairie : Henderson, the owners in fee simple of the following described lands situated in the county of Klickitat, state of Washington, to wit:

Lots twenty-five and twenty-six, block 1 and lot eight, block two, Bridlewood Meadows all in the North West quarter of section ten in Township three North of Range twelve East of Willamette Meridian, Domiciled in Washington, Klickitat county, having heretofore filed his application for the withdrawal of the title to said lands from the registry system;

Now Therefore. The title to said above described lands has been withdrawn from the effect and operation of the title registry system of the state of Washington and the owner of said lands is by law authorized to contract concerning, convey, encumber or otherwise deal with the title to said lands in the same manner and to the same extent as though said title had never been registered.

Witness my hand and seal this 25 TH *day of* March, *1996*

Elizabeth G. Richardson
Registrar of Titles (County Auditor or Deputy) for Klickitat county.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Jack Slevkoff
c/o 2333 N. Hayes
Fresno, California [93722]

RECORDER'S USE:

DECLARATION OF ASSIGNEE'S UPDATE OF PATENT

PATENT NUMBER 997 (dated 5-15-1869)

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Jack Slevkoff and Hazel Slevkoff, DO HEREBY CERTIFY AND DECLARE THAT WE ARE THE ASSIGNEES TO A PORTION OF SAID PATENT AND DO HEREBY BRING UP THIS LAND PATENT IN OUR NAMES.

THE CHARACTER OF SAID PROPERTY SO SOUGHT TO BE PATENTED AND LEGALLY DESCRIBED AND REFERENCED UNDER PATENT NUMBER LISTED ABOVE IS:

> The South 168.75 feet of the North 506.25 feet of the South ¾ of lots 1 and 2 in Block 4 of BRIX COLONY, according to the map thereof recorded in Book 9, Page 5 of Plats, in the office of the County Recorder of Fresno County, being a part of Section 28 of Township 13 South, Range 19 East, Mount Diablo Base and Meridian.

(1) NOTICE OF PRE-EMPTIVE RIGHT: PURSUANT TO THE DECLARATION OF INDEPENDENCE [1776], THE TREATY OF PEACE WITH GREAT BRITAIN (8 STAT. 80) KNOWN AS THE TREATY OF PARIS [1793], AN ACT OF CONGRESS [3 STAT. 566, APRIL 24, 1820], THE OREGON TREATY [9 STAT. 869, JUNE 15, 1846], THE HOMESTEAD ACT [12 STAT. 392, 1862] AND 43 USC SECTIONS 57, 59, AND 83; THE RECIPIENT HEREOF IS MANDATED BY ART. VI SECTIONS 1, 2, AND 3; ART. IV SECTIONS 1 CL. 1, & 2; SECTION 2 CL. 1 & 2; SECTION 4; THE 4TH, 7TH, 9TH, AND IOTH AMENDMENTS [U.S. CONSTITUTION 1781--91] TO ACKNOWLEDGE ASSIGNEE'S UPDATE OF PATENT POSECUTED BY AUTHORTTY OF ART. III SECTION 2 CL. 1 &2 AND ENFORCED BY ORIGINAL/EXCLUSIVE JURISDICTION THEREUNDER,
AND, IT IS THE ONLY WAY A PERFECT TITLE CAN BE HAD IN OUR NAMES; WILCOX vs. JACKSON, 13 PET. (U.S.) 498, 10 1. ED. 264.
ALL QUESTIONS OF FACT DECIDED BY THE GENERAL LAND OFFICE ARE BINDING EVERYWHERE, AND INJUNCTIONS AND MANDAMUS PROCEEDINGS WILL NOT LIE AGAINST IT; LITCHFIELD vs. THE REGISTER, 9 WALL. (U.S.) 575, 19 L. ED. 681.
THIS DOCUMENT IS INSTRUCTED TO BE ATTACHED TO ALL DEEDS AND/OR CONVEYANCES IN THE NAME(S) OF THE ABOVE PARTY (IES) AS REQUIRING RECORDING OF THIS DOCUMENT, IN A MANNER KNOWN AS **NUNC PRO TUNC** [AS IT SHOULD HAVE BEEN DONE IN THE BEGINNING], BY ORDER OF UNITED STATES SUPREME LAW MANDATE AS ENDORSED BY CASE HISTORY CITED.

(2) NOTICE AND EFFECT OF A LAND PATENT: A GRANT OF LAND IS A PUBLIC LAW STANDING ON THE STATUTE BOOKS OF THE STATE OF CALIFORNIA AND IS NOTICE TO EVERY SUBSEQUENT PURCHASER UNDER ANY CONFLICTING SALE MADE AFTERWARD; WINEMAN vs. GASTRELL, 54 FED 819, 4 CCA 596, 2 US APP 581. A PATENT ALONE PASSES TITLE TO THE GRANTEE; WILCOX vs. JACKSON, 13 PET (U.S.) 498, 10 L.

ED. 264. WHEN THE UNITED STATES HAS PARTED WITH TITLE BY A PATENT LEGALLY ISSUED, AND UPON SURVEYS LEGALLY MADE BY ITSELF AND APPROVED BY THE PROPER DEPARTMENT, THE TITLE SO GRANTED CANNOT BE IMPAIRED BY ANY SUBSEQUENT SURVEY MADE BY THE GOVERNMENT FOR ITS OWN PURPOSES; CAGE vs. DANKS, 13, LA.ANN. I28. IN THE CASE OF EJECTMENT, WHERE THE QUESTION IS WHO HAS THE LEGAL TITLE, THE PATENT OF THE GOVERNMENT IS UNASSAILABLE: SANFORD vs. SANFORD, 139 US 642. THE TRANSFER OF LEGAL TITLE (PATENT) TO PUBLIC DOMAIN GIVES THE TRANSFEREE THE RIGHT TO POSSESS AND ENJOY THE LAND TRANSFERRED; GIBSON vs. CHOUTEAU, 80 US 92. A PATENT FOR LAND IS THE HIGHEST EVIDENCE OF TITLE AND IS CONCLUSIVE AS EVIDENCE AGAINST THE GOVERNMENT AND ALL CLAIMING UNDER JUNIOR PATENTS OR TITLES; UNITED STATES vs. STONE, 2 US 525. ESTOPPEL HAS BEEN MAINTAINED AS AGAINST A MUNICIPAL CORPORATION (COUNTY); BEADLE vs. SMYSER, 209 US 393. UNTIL IT ISSUES, THE FEE IS IN THE GOVERNMENT, WHICH BY THE PATENT PASSES TO THE GRANTEE, AND HE IS (OR THEY ARE) ENTITLED TO ENFORCE POSSESSION IN EJECTMENT; BAGNELL vs. BRODERICK, 13 PETER (US) 436. STATE STATUTES THAT GIVE LESSER AUTHORITATIVE OWNERSHIP 0F TITLE THAN THE PATENT CAN NOT EVEN BE BROUGHT INTO FEDERAL COURT; LANGDON vs. SHERWOOD, 124 U.S. 74, 80. THE POWER OF CONGRESS TO DISPOSE OF ITS LAND CANNOT BE INTERED WITH, OR ITS EXERCISE EMBARRASSED BY ANY STATE LEGISLATION, NOR CAN SUCH LEGISLATION DEPRIVE THE GRANTEES OF THE UNITED STATES OF THE POSSESSION AND ENJOYMENT OF THE PROPERTY GRANTED BY REASON OF ANY DELAY IN THE TRANSFER OF THE TITLE AFTER THE INITIATION OF PROCEEDINGS FOR ITS ACQUISITION; GIBSON vs. CHOUTEAU, 13 WAL. (U.S.) 92, 93.

(3) LAND TITLE AND TRANSFER: THE EXISTING SYSTEM OF LAND TRANSFER IS A LONG AND TEDIOUS PROCESS INVOLVING THE OBSERVANCE OF MANY FORMALITIES AND TECHNICALITIES, A FAILURE TO OBSERVE ANY ONE OF WHICH MAY DEFEAT THE TITLE, EVEN WHERE THESE HAVE BEEN MOST CAREFULLY COMPLIED WITH, AND WHERE THE TITLE HAS BEEN TRACED TO ITS SOURCE, THE PURCHASER MUST BE AT HIS PERIL, THERE ALWAYS BEING, INSPITE OF THE UTMOST CARE AND EXPENDITURE, THE POSSIBLITY THAT HIS TITLE MAY TURN OUT BAD; YEAKLE, TORRENCE SYSTEM. 209. PATENTS ARE ISSUED (AND THEORETICALLY PASSED) BETWEEN SOVEREIGNS: LEADING FIGHTER vs. COUNTY OF GREGORY, 230 N.W.2d 114, 116.
THE PATENT IS PRIMA FACIE CONCLUSIVE EVIDENCE OF TITLE; MARSH vs. BROOKS. 49 U.S. 223, 233.
AN ESTATE IN INHERITANCE WITHOUT CONDITION, BELONGING TO THE OWNER AND ALIENABLE BY HIM, TRANSMISSABLE TO HIS HEIRS ABSOLUTELY AND SIMPLY, IS AN ABSOLUTE ESTATE IN PERPETUITY AND THE LARGEST POSSIBLE ESTATE A MAN CAN HAVE, BEING IN FACT ALLODIAL IN ITS NATURE: STANTON vs. SULLIVAN, 63 R.I. 216 7 A. 696. THE ORIGINAL MEANING OF A PERPETUITY IS AN INALIENABLE, INDUSTRUCTIBLE INTEREST; BOUVIER'S LAW DICTIONARY, VOLUME III P. 2570. (1914). IF THIS LAND PATENT IS NOT CHALLENGED, AS STATED ABOVE, WITHIN 60 DAYS. IT THEN BECOMES OUR/MY PROPERTY, AS NO ONE ELSE HAS FOLLOWED THE PROPER STEPS TO GET LEGAL TITLE. THE FINAL CERTIFICATE OR RECEIPT ACKNOWLEDGING THE PAYMENT IN FULL BY A HOMESTEADER OR PREEMPTOR IS NOT LEGAL EFFECT A CONVEYANCE OF LAND; U.S. vs. STEENERSON, 50 FED 504, 1 CCA 552. 4 U.S. APP. 332. A LAND PATENT IS A CONCLUSIVE EVIDENCE THAT THE PATENT HAS COMPLIED WITH THE ACT OF CONGRESS AS CONCERNS IMPROVEMENTS ON THE LAND, ETC.; JANKINS vs. GIBSON, 3 LA ANN 203.

(4) LAW ON RIGHTS, PRIVILEGES, AND IMMUNITIES: TRANSFER BY PATENTEE ..... "TITLE AND RIGHTS OF BONA FIDE PURCHASER FROM PATENTEE.....WILL. BE PROTECTED." UNITED STATES vs. DEBELL, 227 F 760 (C8 SD 1915); UNITED STATES vs. BEAMON, 242 F

876, (CA8 COLO. 1917); STATE vs. HEWITT LAND CO., 74 WASH 573, 134 P 474, FROM 43 USC & 15 n 44.
AS AN ASSIGNEE, WHETHER HE BE THE FIRST, SECOND OR THIRD PARTY TO WHOM TITLE IS CONVEYED, SHALL LOSE NONE OF THE ORIGINAL RIGHTS, PRIVILEGES, OR IMMUNITIES OF THE ORIGINAL GRANTEE OF LAND PATENT. "NO STATE SHALL IMPAIR THE OBLIGATIONS OF CONTRACTS"; UNITED STATES CONSTITUTION, ARTICLE I, SECTION 10.

(5) EQUAL RIGHTS: PRIVILEGES AND IMMUNITIES ARE FURTHER PROTECTED UNDER THE 14TH AMENDMENT TO THE U.S. CONSTITUTION. "NO STATE.... SHALL DENY TO ANY PERSON WITHIN ITS JURISDICTION THE EQUAL. PROTECTION OF THE LAWS".
IN CASES OF EJECTMENT, WHERE THE QUESTION IS WHO HAS THE LEGAL TITLE, THE PATENT OF THE GOVERNMENT IS UNASSAILABLE; SANFORD vs. SANFORD, 139 U.S. 642, 35 L ED 290.
IN FEDERAL COURTS THE PATENT IS HELD TO BE THE FOUNDATION OF TITLE AT LAW; FENN vs. HOLMES, 21 HOWARD 481.

(6) IMMUNITY FROM COLLATERAL ATTACK: COLLINS vs. BARTLETT, 44 CAL 371; WEBER vs. PERE MARQUETTE BOOM CO., 62 MICH 626, 30 N.W. 469; SURGET vs. DOE, 24 MISS 118; PITTSMONT COPPER CO. vs. VANINA, 71 MONT. 44, 227 PAC 45; GREEN vs. BARKER 47 NEB 934 66 NW 1032.

(7) DISCLAIMER: ASSIGNEE'S SEIZEN IN DEED, AND LAWFULL ENTRY IS INCLUSIVE OF SPECIFICALLY THAT CERTAIN LEGALLY DESCRIBED PORTION OF THE ORIGINAL LAND GRANT OR PATENT NO. 997 AND NOT THE WHOLE THEREOF, INCLUDING HEREDITAMENT. TEMEMENTS, PRE-EMPTION RIGHTS APPURTENANT THERETO. THE RECORDING OF THIS INSTRUMENT SHALL NOT BE CONSTRUED TO DENY OR INFRINGE UPON ANY OTHERS RIGHT TO CLAIM THE REMAINING PORTION THEREOF. ANY CHALLENGES TO THE VALIDITY OF THIS DECLARATION AND NOTICE ARE SUBJECT TO THE LIMITATIONS REFERENCED HEREIN. ADDITIONALLY; A COMMON COURTESY OF SIXTY (60) DAYS IS STIPULATED FOR ANY CHALLENGES HERETO, OTHERWISE, LACHES/ESTOPPEL SHALL FOREVER BAR THE SAME AGAINST ALLODIAL FREEHOLD ESTATE; ASSESSMENT LIEN THEORY TO THE CONTRARY (ORS 275.130), INCLUDED.

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS DECLARATION: A CERTIFIED COPY OF ORIGINAL LAND GRANT OR PATENT AND A COPY OF THE PREVIOUSLY FILED AND RECORDED DECLARATION OF HOMESTEAD.

STATE OF CALIFORNIA X______________________________

COUNTY OF FRESNO X______________________________
ASSIGNEE(S)

SUBSCRIBED AND SWORN BEFORE ME ______________ ____________________

THIS ____ DAY ______________ 19 ___ NOTARY PUBLIC, STATE OF CALIFORNIA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of Calif

County of FRESNO

On 3-7-97 before me, John J. SAMARIN,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared JACK SlEUKOff AND HAZEl SlEUKOff,
NAME(S) OF SIGNER(S)

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JOHN J. SAMARIN
COMM. #1022344
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Exp. Apr. 3, 1998

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Declaration of Assignees' update of Patent
TITLE OR TYPE OF DOCUMENT

SIX
NUMBER OF PAGES

3-7-97
DATE OF DOCUMENT

NONE
SIGNER(S) OTHER THAN NAMED ABOVE

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THE UNITED STATES OF AMERICA,

Certificate No. 997

To all to whom these presents shall come, Greeting:

Whereas William S. Chapman of San Francisco County California

has deposited in the GENERAL LAND OFFICE of the United States, a Certificate of the REGISTER OF THE LAND OFFICE at Visalia whereby it appears that full payment has been made by the said William S. Chapman according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the Public Lands," for The North half and South west quarter of Section Thirteen — Section Seventeen, the Fractional Sections Eighteen and Nineteen, — Sections Twenty, Twenty one, Twenty two, and the North half and the South west quarter of Section Twenty-three — and the North half and the South west quarter of Section Twenty seven, and Section Twenty eight in Township Thirteen South, of Range Nineteen East in the district of lands subject to sale at Visalia, California, containing Five thousand, Eight hundred and Ninety two acres and ninety eight hundredths of an acre according to the official plat of the Survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tracts have been purchased by the said William S. Chapman.

NOW KNOW YE, That the **United States of America**, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said William S. Chapman and to his heirs, the said tract above described: **To have and to hold the same**, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said William S. Chapman and to his heirs and assigns forever.

In Testimony Whereof, I, Ulysses S. Grant PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made PATENT, and the SEAL of the GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand, at the CITY OF WASHINGTON, the Fifteenth day of May in the year of our Lord one thousand eight hundred and Sixty nine and of the INDEPENDENCE OF THE UNITED STATES the Ninety third.

BY THE PRESIDENT: U S Grant

By F. A. Burritt Secretary.

J. N. Granger Recorder of the General Land Office.

2 1 1997
CERTIFYING OFFICER
PUBLIC INFORMATION SECTION
CALIFORNIA STATE OFFICE
BUREAU OF LAND MANAGEMENT

2

87137461

RECORDED IN OFFICIAL RECORDS OF
FRESNO COUNTY, CALIFORNIA.
AT 45 MIN PAST 1 P M
NOV 16 1987
GALEN LARSON,
County Recorder
FEE $ 7.—

JACK & HAZEL SLEVKOFF
2333 N. HAYES
FRESNO, CA. 93722

DECLARATION OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

We, JACK J. SLEVKOFF, JR. and HAZEL SLEVKOFF, as husband and wife, declare as follows:

That JACK J. SLEVKOFF, JR. is the head of a family that includes his wife, HAZEL SLEVKOFF, and their children, NICHOLAS JACK SLEVKOFF, CHRISTINA ANN SLEVKOFF, DAVID JACK SLEVKOFF, and MICHELLE LYNN SLEVKOFF.

That JACK J. SLEVKOFF, JR. and HAZEL SLEVKOFF do now, at the time of making this declaration, actually reside in and on the premises hereinafter described and claim them as a homestead, and it is our intention to use the same as a home.

That the premises to which this claim of homestead is made are situated in the County of Fresno, State of California, commonly known as 2333 North Hayes Avenue, and are more particularly described as follows:

> The South 168.75 feet of the North 506.25 feet of the South 3/4 of Lots 1 and 2 in Block 4 of BRIX COLONY, according to the map thereof recorded in Book 9 Page 5 of Plats, in the office of the County Recorder of said County.

That said premises consists of a wood frame stucco house with attached garage and other residential improvements affixed thereto.

That we, JACK J. SLEVKOFF, JR. and HAZEL SLEVKOFF, as husband and wife, hereby jointly claim and declare said premises as a homestead for our joint benefit and our children.

That no former declaration of homestead has been made by either of us; and that, under penalty of perjury, the foregoing is true and correct.

Executed at Fresno, California, on the 16th day of November, 1987.

JACK J. SLEVKOFF, JR.

Hazel Slevkoff
HAZEL SLEVKOFF

STATE OF CALIFORNIA)
) ss.
COUNTY OF FRESNO)

On this 16th day of November, 1987, before me, a Notary Public in and for the County of Fresno, State of California, duly commissioned and residing therein, personally appeared JACK J. SLEVKOFF, JR. and HAZEL SLEVKOFF, known to me to be the persons (or proved to me on the basis of satisfactory evidence) described in and whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

Ronald J. Ellis
NOTARY PUBLIC in and for the County of Fresno, State of California
RONALD J. ELLIS

RONALD J. ELLIS
My Comm. Expires Jan. 31, 1989

[date] **Certified Mail: ____________________**

Johnny Liberty
c/o [address here]
Eugene, Oregon Republic, usA
NON-DOMESTIC

—*CONSTRUCTIVE LEGAL NOTICE* —

FAILURE TO RECORD AN INSTRUMENT ON DEMAND

COUNTY RECORDER:

It is generally understood by the County Recorders office to include only those documents as would pertain to the transfer of real estate and other legal documents from the court. However, this office must by law also include a myriad of documents that may not be specifically listed. Any instrument, paper or notice can be filed on demand with the payment of fees. If no indice exists, then the Recorder is required to create such an indice. The County Recorder is financially and personally liable for the damages sustained by refusing to record such instruments.

For example, an "Affidavit" as defined by law is not pertaining only to real estate. It is a document of truth for the public record, signed under a penalty of perjury. An Affidavit is a written declaration under oath without notice to the adverse party. Notices of Default may not be just a tax default, but a breach of contract that has nothing to do with real estate. Liens are filed and recorded against those who fail to perform according to the terms of their contracts. These instruments, and many others, are recordable on demand. Failure to do so is a breach of contract and a lienable offense.

Those in the employment of government who fail to conform to the specific performance of their duties may be liened by their failure to perform, even the forfeiture of their personal property. As a government employee you took an oath of specific performance relating to the Constitution as did your superiors. You receive moneys from the public trust to perform what is lawful. Any breach of oath, government code, statute or the Constitution can be remedied by perfecting liens against those violating the law. The only acceptable place for such a lien to be filed is the County Recorder's office as required by law.

Please also be aware that your failure to record the instument presented is causing me damage. Please be aware that I will forward this letter to the County Commissioners to notify them of your actions. Your actions appear to me at this point to be done in your individual capacity, because it is outside of your discretion and authority to refuse to file such an instrument. However, if the County is told of your action and it ratifies or condones your actions they will be establishing a policy to violate clearly established rights protected by the 5th and 4th amendments of the Constitution for the united states of America.

I hereby affix my signature with explicit ***RESERVATION OF ALL MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE,*** pursuant to U.C.C. 1-207 and U.C.C. 1-103.6. This includes, but is not limited to, the right to travel upon the public highways and transport my private allodial property unhindered by corporate State regulations and statutes that do not apply to sovereign Citizens and/or freepersons.

Respectfully,

____

L.S. Citizen/Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris, with Assistance, Special

COUNTY RECORDER

DUTIES PER CALIFORNIA CIVIL CODE

Section. 1172. Duties of recorder. The duties of county recorders, in respect to recording instruments are prescribed by the Government Code.

This is generally understood by the recorders office to include only those documents as would pertain to the transfer of real estate and some other legal documents from the courts. However, it is to actually include a myriad of documents that may not be specifically listed. This brief paper will show that other documents than what the recorder generally thinks are actually to be recorded can be recorded OR THEY ARE FINANCIALLY LIABLE for the damages sustained by refusing to record such instruments. This paper may be presented to the Recorder for their preview and then become fully liable for violation of the LAW.

Starting with The California Civil Code - it specifically authorizes the filing of liens against those who fail to conform to a specific performance. These may be liened by their failure to perform, even forfeiture of property for such failure. These sections include but are not limited to the following...

§ 2872. Definition. A lien is a charge imposed in some mode other than by a transfer in trust upon specific property by which it is made security fro the performance of an act.

§ 2874. General lien defined. ...is one which the holder thereof is entitled to enforce as a security for the performance of all the obligations, or all of a particular class of obligations, which exist in his favor against the holder of the property.

§ 2875. Special lien define. ...is one which the holder thereof can enforce only as security for the performance of a particular act or obligation, and of such obligations as may be incidental thereto.

§ 2881. Creation. 1). By contract; 2) by operation of law.

§ 2883. Future interest; creation of lien. An agreement may be made to create a lien upon property not yet acquired by the party agreeing to give the lien, or not yet in existence. In such case the lien agreed for attaches from the time which the party agreeing to give it acquires in the thing, to the extent of such interest.

§ 3281. Damages; person suffering detriment. ... Every person who suffers detriment from the unlawful act or omission of another, may recover from the person in fault a compensation therefor in money, which is called damages.

Government official's are especially vulnerable to this lien. They took an oath of specific performance relating to the Constitution. The receive moneys from the public trust to perform that which is lawful. There are bounds set for them by the Constitution they swore to uphold. A breach of oath, any government code, or the Constitution, can be corrected by liening them to conform to the specific performances that are required, to include, if necessary, forfeiture (Cal Cv Cd § 2889). The only place accepted place for a lien to be filed in the County Recorder's Office. These liens SHALL BE recorded as will be shown below as required by law.

FURTHER, From the County Recorders Handbook, certain sections were noted as to delineate their duties under the heading of "Recorder:". The heading lists the Government Codes which define their responsibilities. The following is not exhaustive of their duties and responsibilities, but pertain specifically to the documents heretofore refused for filing and recordation. These sections are direct quotes from the California Government Codes.

DUTIES PER CALIFORNIA GOVERNMENT CODE

Section 27201. The recorder shall not record any instrument, file any paper or notice, furnish any copy, or render any service connected with his office until the fees prescribed by law are, if demanded, paid or tendered.

NOTE: The section states any instrument, or any paper or notice. The type of documents those define is extremely broad. Which means that ANY PAPER, INSTRUMENT, OR NOTICE CAN BE FILED WITH

PAYMENT OF FEES. This will be shown true from the several sections identified by the Recorder's Handbook. In most sections the recordation is obvious, only those to which we have an interest will be shown.

> Section 27203. Acts for which recorder liable to party aggrieved: Permitted notations as to revenue stamps. Any recorder to whom an instrument proved or acknowledged according to law or any paper or notice which may by law be recorded is delivered for record is liable to the party aggrieved for the amount of damages occasioned thereby, if he commits any of the following acts:
>
> (a) Neglects or refuses to record the instrument, paper, or notice within a reasonable time after receiving it.
>
> (b) Records any instrument, paper, or notice, willfully or negligently, untruly, or in any manner other than prescribed by this chapter.
>
> (c) Neglects or refuses to keep in his office or to make the proper entries in the indices required by this chapter.

AGAIN NOTE: The instruments, papers and notices are not defined as pertaining only to real estate. REFUSING TO FILE CREATES A FINANCIAL LIABILITY!

The next section TRIPLES THE DAMAGES!

> Section 27203.5. Liability for treble damages. If the recorder willfully and maliciously commits any of the acts in Section 27203 or if he derives a personal financial benefit from committing any of those acts, he is liable to the party aggrieved for three times the amount of damages occasioned thereby.

Section 27204 is the normal process of certifying the acknowledgements. Section 27205 deals with the destruction of buildings, contracts, specifications and bonds. Sections 27232 through 27257 deals in the indices the recorder is to keep. Our interest refers specifically to non-specific indices REQUIRED to be kept.

> Section 27256. OTHER INDICES. The recorder shall keep other such indices as are required in the performances of his official duties.

The previous sections (27232-27255) specifically list important indices. These cover every real estate action required for recording, assignments of mortgages and leases, mechanics liens, judgments, index to attachments, notices, birth, death and marriage certificates (non-real estate items), mining locations, even an index of separate property of married women (sect. 27251). The above quoted section clearly and plainly states there ARE other indices that need to be kept for other papers that do not fit the indices listed by code. THEREFORE, the recorder IS REQUIRED to create such indices for the filing of such instruments, notices, and papers.

Section 27257 goes to other indices, creating optional systems of indices. The point is there are lawful documents, instruments, and notices that are not listed that ARE TO BE RECORDED, and failure to record such instruments is an actionable offense.

> Section 27280. Instruments and judgments recordable. Any instrument or judgement affecting the title to or possession of real property may be recorded pursuant to this chapter.

The statement of this section is clear - ANY INSTRUMENT affecting title to real property. This includes COMMERCIAL LIENS! even though not specifically mentioned by law.

> Section 27288.1 Information required in recorded documents All documents described in this section now or hereafter authorized by law to be recorded in the official records of a county shall contain the following information in addition to such information as may be required by law pertaining to the particular document:
>
> (a) If such document...
> (b) If such document...
> (c) In cases where
>
> No such document shall be recorded or indexed in the official records of a county unless it contains the information required by this section as well as any additional information required

> by law pertaining to the particular document, but the recorder may rely upon the information contained in or appended to the document being offered for record. THE FAILURE OF ANY SUCH DOCUMENT TO INCLUDE ALL OF THE NAMES REQUIRED BY THIS SECTION SHALL NOT AFFECT THE CONSTRUCTIVE NOTICE WHICH WOULD OTHERWISE BE AFFORDED BY THE RECORDING OF SUCH DOCUMENT. This section shall not apply to a vacation or abandonment by a public agency of a public highway or road. (emphasis added).

Take note that there are IF STATEMENTS and defined case statements. Those documents that do not fit within those statements are still to be recorded and will not affect the constructive notices of such recordation as noted by the emphasized portion above.

> Section 27296. Recorder's monthly statistical report of documents filed and recorded. The county recorder in each county shall complete a monthly statistical report of documents filed and recorded on the form herein described. Such a report shall be submitted to the office of the Insurance Commissioner. The county recorder may either charge for copies of this report or may disburse the report without fee for public information. Certified and noncertified copies of any records issued by the county recorder shall not be included in this report.
>
> The standard statistical report form shall be substantially as follows:
>
> Documents Recorded and Filed
>
> Month/year
>
> Abstracts of Judgement ....
> Affidavits..................................
> Agreements................................
> Assignments................................
> ...
> Miscellaneous Documents..................
> ...
> Notices of Default.......................
> Notices (Miscellaneous)(bulk Transfer)
> (Nonresponsibility)(Power of Attorney).
> ...
> U.C.C. Filings
> Financing Statements, Assignments,
> Amendments, Continuations, others....
> Releases and Terminations............
>
> Month/year
>
> Vital Statistics
>
> Births......................................
> Deaths......................................
> Marriages..................................

Each of the above listings DO NOT DEAL ALL with real estate. Some may not deal with real estate directly or at all.

JUDGMENTS may be against an individual, not affecting his real estate, although personal property may be involved.

AFFIDAVITS are not defined as pertaining only to real estate. It is a document of truth for the public record, under a penalty of perjury. California Civil Procedure 2003 simply states an affidavit is a written declaration under oath WITHOUT NOTICE to the adverse party. The instrument is recordable.

AGREEMENTS may not have anything to do with real estate, and may be some contractual relationship between two or more parties that needs to be recorded for the public record.

MISCELLANEOUS Documents are clearly something other than that which is not cataloged by the Government Code, but certainly of a nature that must be recorded.

NOTICES OF DEFAULT may not be just a tax default. It may be a breach of contract that has nothing to do with real estate, but a public notice of a breach by one party that is in some contractual default.

All the documents listed above ARE RECORDABLE that may have a substantial monetary value, not related to real estate directly. Such document may effect real estate in that the real estate is attached to secure the damages of such individual by what the instrument itself declares.

> Section 27320. Recording procedure generally. When any instrument authorized by law to be recorded is deposited in the recorder's office for record, the recorder shall endorse upon it the proper filing number in the order in which it is deposited, the year, month, day, hour, and minute of its reception, and the amount of fees for recording. He shall record it without delay, together with the acknowledgments, proofs, certificates, and prior recording data written upon or annexed to it, with the plats, surveys, schedules, and other papers thereto annexed, and shall note on the record it filing number, the exact time of its reception, and the name of the person at whose request it is recorded.

NOTICE Again the short phrase "ANY INSTRUMENT."as that would clearly state and mean ANY INSTRUMENT set for recordation.

> Section 27325. Indexing in absence of title or endorsement. If any instrument, paper, or notice is presented and accepted for recordation or filing without title or an endorsement indicating the manner of indexing, it shall be indexed as the recorder determines.

AGAIN, recording any proper instrument, paper or notice is mandatory, not optional even when it is not clear as to where it is to be recorded.

FEES:

Sections 27361.8 actually begins the fees for recording instruments. The fees continue to section 27383. The section of interest for this paper of information is section 27380 relating to fees.

> Section 27380. Fee for filing, etc., paper not required to be recorded. The fee for filing, indexing and keeping each paper not required by law to be recorded is three dollars ($3).

NO OTHER ARGUMENT CAN CLEARLY STATE THAT ANY DOCUMENT IS RECORDABLE as the law very clearly sets a fee for such recording and indexing for instruments NOT REQUIRED BY LAW to be recorded. Each section listed above deals with instruments not generally thought to be recordable, and now from the California Government Code, and the County Recorder's Handbook the evidence is clear about the recording of other documents not specifically related to real estate can be recorded with a liability to the recorder if it is not recorded!

CALIFORNIA CIVIL PROCEDURE

One document mentioned above is the Affidavit. The California Civil Procedure section 2003 defines the instrument.

> Section 2003. Affidavit defined. An affidavit is a written declaration under oath, made without notice to the adverse party.
>
> Section 2009. [Use of affidavits]. An affidavit may be used to verify a pleading or a paper in a special proceeding, to prove the service of a summons, notice, or other paper in an action or special proceeding, to obtain provisional remedy, the examination of a witness, or a stay of proceedings, and in uncontested proceedings to establish a record of a birth, or upon a motion, and in any other case expressly permitted by statute.

This paper is expressly to prove the "special proceeding" and "in any other case" to establish a remedy at law in Commerce for a redress of grievances.

THEREFORE, Failure to record may result in severe financial damages to the recorder(s) who continue to refuse the recording of special proceeding affidavits and liens as clearly demonstrated herein pursuant Cal Govrn Code 27203 and 27203.5

County of
FRESNO

William C. Greenwood
Assessor - Recorder

March 13, 1997

Mr. Jack Slevkoff
2333 N. Hayes
Fresno, CA 93722

Dear Mr. Slevkoff:

On March 10, 1997, you brought a document into the Recorder's Office to record. That document was entitled "DECLARATION OF ASSIGNEE'S UPDATE OF PATENT", herein referred to as "Declaration." That document is new to this office and a determination had to be made to determine the recordability of the "Declaration."

The system of recording instruments in the State of California was created by statute. Reference must be made to codes and case law to determine what instruments must or may be recorded.

Government Code §27280 states:

> "(a) Any instrument or judgment affecting the title to or possession of real property may be recorded pursuant to this chapter.
> (b) ...."

Government Code §27279 further defines an instrument as a written paper signed by a person or persons transferring the title to, or giving a lien on real property, or giving a right to a debt or duty. This definition is also further stated in *Hoag v. Howard (1880)55C564.* It is evident from the language of the subject document that it does not fall within the class of instruments permitted to be recorded under section 27280. That is, there is nothing either expressed or implied on the face of the document which grants title to another, creates a lien or gives rise to a debt or a duty.

In addition to the general state statute relating to documents affecting title or possession of real property, a number of other state statutes expressly make certain documents recordable. I could find no statute that specifically authorizes the Recorder to accept your document for recordation.

California Code of Civil Procedure §557 defines a judgment as a final determination of rights of parties in an action or proceeding. The document that you presented for recordation does not appear to be one that has been the subject of a court of competent jurisdiction.

The above explains only a few of the problems with this document. The clarity and necessity for a cover sheet are not being addressed at this time. If you know of some statute or a case from a court of competent jurisdiction please provide such to this office and I will submit it to County Counsel for their review.

Sincerely,

Gilbert Carter, Jr.
Assistant recorder

Jack Slevkoff c/o 2333 N. Hayes, Fresno, California [93722]

March 26,1997

County of Fresno
Gilbert Carter, Jr., Assistant Recorder
Room 201, Hall of Records
PO Box 1146
Fresno, California 93715-1146

Re: Response to your letter dated March 13, 1997.

Government Code Section 27280 states:

> "(a) Any instrument...affecting the title to or possession of real property may be recorded pursuant to this chapter."

This statute does apply, just as it pertains to a "Declaration of Homestead". I had a "Declaration of Homestead" filed and recorded at the Fresno County Recorder's office in 1987.

You quoted Section 27279. This section is very vague and is not intended to limit itself, but merely to be used as a guide or example. Even the Declaration of Homestead is not included, but it is a recordable document. Also, CC&R's are recordable and so are Declarations establishing a common plan for ownership in a subdivision are recordable even though they do not fit within the categories you mentioned in Section 27279.

> "The term "instrument" in the broad sense, includes formal or legal documents in writing including contracts, deeds, wills, bonds, leases, mortgages, etc." Cardenas v. Miller (1895), 39 P. 783, 108 Cal. 250, rehearing 49 P. 472.

The Declaration that I want recorded gives notice and does in fact affect title and possession of the particular property I now own and have possession of. It gives constructive notice that I am an assign to the particular parcel that is covered by Land Patent No. 997, dated May 15, 1869. The Patent Letter states that it is for William S. Chapman, his heirs, and **assigns forever**. The property is and will be affected by my declaration. I am indicating that I am exercising my right as a Sovereign Citizen of the state of California to the rights, privileges, immunities, and appurtenances, of whatever nature, of and afforded by the said Land Patent.

"Land Patents are issues (and theoretically passed) between Sovereigns. Deeds are executed by "persons" and private corporations without these Sovereign powers." *Leading Fighter v. County of Gregory, 230 N.W. 2d. 114. 116 (1975).* A "person" is oftentimes referred to as a trust, corporation, or non-profit organization. I am a "real" individual, a human being, a Sovereign

Citizen. Therefore, I am entitled to upgrade and /or maintain my property to and/or with Land Patent status.

I must remind you that the positions of Recorder and Deputy Recorder (Deputy Registrars) and the duties of same are administrative in nature and not judicial.

1. "Registrars are prohibited from practicing law,...". Government Code Text of Land Title Law
2. "Instruments entitled to be recorded must be recorded by County Recorder..." Civil Code Section 1169
3. "The county recorder shall not refuse to record any instrument, paper, or notice which is authorized or required by law to be recorded on the basis of its lack of legal sufficiency." Government Code Section 27201.

If you continue to interfere or delay the recording of my documents (instruments), I will have no other recourse but to notify your bonding company or agent and/or initiate proceedings. Please furnish me with your Surety Bond (Official Bond) number and the name of the company providing the bond.

OTHER APPLICABLE STATUTES AND CASES

Government Code:
Sections 27264, 27285, 27287, 27288, 27289, 27290, 27324

Cases:
"Where transfer is of an interest in realty, assignment is entitled to recordation, which is constructive notice to subsequent assignee." *Central Const. v. Hartman (1935) 47 p. 2d 484, 7 C.A. 2d 703.*

Also:
1988 Legislation
Section 2 of Stats 1988, c. 400, provides:

"Section 27279 of the Government Code, as added by Section 1 of this act, is declaratory of existing law and is not intended to expand or diminish the scope of documents presently found by recorders to be eligible for recordation."

Please let me know when you will record my document. I will furnish the original "Declaration..." document (instrument) and attachments at that time. You mentioned in your letter "clarity and necessity for a cover sheet". Please let me know what is required to bring the document to its final stages for recording.

Sincerely,

Jack Slevkoff

JS:js/Ltr to Recorder.doc/3-26-97

County of
FRESNO

William C. Greenwood
Assessor - Recorder

April 3, 1997

Mr. Jack Slevkoff
2333 N. Hayes
Fresno, CA 93722

Dear Mr. Slevkoff:

The system of recording documents affecting title to land in the State of California has been created by statute. It is not one of common law or common right. Since this system of recordation is of statutory creation, reference must be made to the codes to determine what instruments must or may be recorded.

Earlier I explained to you that Government Code §27280 provides that any "instrument" affecting title to or possession of real property may be recorded. In Warnock v. Harlow (1892) 96 Cal. 298, Hoag v. Howard (1880) it was stated that an instrument, *within the meaning of the recording statutes* (emphasis added), is a written paper signed and delivered by one person to another, transferring title to, or giving a lien on property, or giving a right to a debt or duty. If this sounds familiar, it is because it appears as Government Code §27279. You stated in your letter of March 26, 1997 that Government Code §27279 is not intended to limit itself, but merely to be used as a guide or example. If that were the case, the legislature, as well as the aforementioned cases, would have so indicated.

It is evident from the language of your "DECLARATION OF ASSIGNEE'S UPDATE OF PATENT" (herein referred to as "Declaration") that it does not fall within the class of instruments permitted to be recorded under Section 27280. There is nothing expressed on the face of the Declaration which grants title to another, creates a lien or gives rise to a debt or duty. Instead, the document is a self-serving statement. The language of Government Code §27280 is broad, however, self-serving statements are not instruments which are operative in transferring or creating a right or title, and are not entitled to be recorded. Brown v. Johnson (1979) 98 C. A. 3d 844.

You further stated that even the Declaration of Homestead is not included. I refer you to my letter dated March 13, 1997 wherein I stated that there are a number of other statutes that expressly provide for the recordation of other documents. California Civil Code §704.920 authorizes a homestead declaration to be recorded. Another example is the Military Discharge, Form DD214. This document is no way meets the standards set forth in

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Government Code §27279. However, Government Code §6107 authorizes the Military Discharge to be recorded.

You made reference to Government Code §27201 which states "... The county recorder shall not refuse to record any instrument, paper, or notice *which is authorized or required by law to be recorded* on the basis of its lack of legal sufficiency." (Emphasis added) The California Attorney General in an opinion issued in 67 Ops Atty Gen 93 made the statement that the 1982 amendment to this code has not set aside the need for a document to comply with Government Code §§27280-27296, or for county recorder to see that a document complies before recording it. This statement is indicative that the County Recorder must make the determination whether or not a document is recordable according to the proper statutes and not to record every document that is presented for recording purposes. The statement that a county recorder "not refuse to record a [document] which is authorized ... by law to be recorded on the basis of its lack of legal sufficiency" speaks only to the recorder's not investigating the internal sufficiency of the document, and does not affect his duty to ensure that it complies with other Government Code sections. A document which does not contain the information required by the other statutes may not be recorded.

As previously mentioned, the Recorder is covered by the County's master bond. It is on file with Risk Management on the 14th floor at 2200 Tulare St., Fresno, CA.

The document that you submitted for recordation, "DECLARATION OF ASSIGNEE'S UPDATE OF PATENT" executed by Jack Slevkoff and Hazel Slevkoff is not a document that is recordable according to the statutes examined by this office. Again, as I stated in my letter to you dated March 13, 1997, if you know of any statute or court case issued by a court of competent jurisdiction that permits the recordation of your "Declaration," submit it to this office for review by me and/or County Counsel.

Sincerely,

Gilbert Carter, Jr.
Assistant Recorder

cc: William C. Greenwood, Assessor-Recorder
Barbara Grunwald, Deputy County Counsel
Terry Roberts, Risk Management